

BEFORE SUBMITTING YOUR BID

- 1. Use pen and ink to complete the Bid.**
- 2. Have you signed and completed the Contract Agreement, Offer & Award Forms?**
- 3. As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.**
- 4. Have you included prices for all Bid Items? (“Zero is not considered a bid price.”)**
- 5. Have you included a bid guarantee? Acceptable forms are:**
 - A. Bid Bond on the Department’s prescribed form for 5% of the Bid Amount. (Or forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.)**
 - B. Official Bank Check, Cashier’s Check, Certified Check, U.S. Postal Money Order or Negotiable Certificate of Deposit in the amount stated in the Notice to Contractors.**
- 6. If the written Bid is to be sent, Federal Express overnight delivery is suggested as the package is delivered directly to the DOT Headquarters Building in Augusta. Other means, such as U.S. Postal Services’ Express Mail has proven not to be reliable.**

AND FOR FEDERAL AID PROJECTS

- 7. Have you included your DBE Proposed Utilization Form in the proper amounts, and furnished the completed form to the Contracts section by 4:30pm on bid opening day?**

If you need further information regarding Bid preparation, call the DOT Contracts Section at (207)624-3410.

For complete specifications regarding bidding requirements, refer to Section 102 of the Maine Department of Transportation, Standard Specifications, Revision December 2002.

NOTICE

The Maine Department of Transportation is attempting to improve the way Bid Amendments/Addendums are handled, and allow for an electronic downloading of bid packages from our website, while continuing to maintain a planholders list.

Prospective bidders, subcontractors or suppliers who wish to download a copy of the bid package and receive a courtesy notification of project specific bid amendments, must provide an email address to Diane Barnes at the MDOT Contracts mailbox at: MDOT.contracts@maine.gov. Each bid package will require a separate request.

Additionally, interested parties will be responsible for reviewing and retrieving the Bid Amendments from our web site, and acknowledging receipt and incorporating those Bid Amendments in their bids using the Acknowledgement of Bid Amendment Form.

The downloading of bid packages from the MDOT website is not the same as providing an electronic bid to the Department. Electronic bids must be submitted via <http://www.BIDX.com>. For information on electronic bidding contract Rebecca Pooler at rebecca.pooler@maine.gov.

NOTICE

For security and other reasons, all Bid Packages which are mailed, shall be provided in double (one envelope inside the other) envelopes. The *Inner Envelope* shall have the following information provided on it:

Bid Enclosed - Do Not Open

PIN:

Town:

Date of Bid Opening:

Name of Contractor with mailing address and telephone number:

In Addition to the usual address information, the *Outer Envelope* should have written or typed on it:

Double Envelope: Bid Enclosed

PIN:

Town:

Date of Bid Opening:

Name of Contractor:

This should not be much of a change for those of you who use Federal Express or similar services.

Hand-carried Bids may be in one envelope as before, and should be marked with the following information:

Bid Enclosed: Do Not Open

PIN:

Town:

Name of Contractor:

STATE OF MAINE DEPARTMENT OF TRANSPORTATION
Bid Guaranty-Bid Bond Form

KNOW ALL MEN BY THESE PRESENTS THAT_____

_____, of the City/Town of _____ and State of _____

as Principal, and _____ as Surety, a

Corporation duly organized under the laws of the State of _____ and having a usual place of

Business in _____ and hereby held and firmly bound unto the Treasurer of

the State of Maine in the sum of _____ for payment which Principal and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

The condition of this obligation is that the Principal has submitted to the Maine Department of

Transportation, hereafter Department, a certain bid, attached hereto and incorporated as a

part herein, to enter into a written contract for the construction of _____

_____ and if the Department shall accept said bid

and the Principal shall execute and deliver a contract in the form attached hereto (properly

completed in accordance with said bid) and shall furnish bonds for this faithful performance of

said contract, and for the payment of all persons performing labor or furnishing material in

connection therewith, and shall in all other respects perform the agreement created by the

acceptance of said bid, then this obligation shall be null and void; otherwise it shall remain in full

force, and effect.

Signed and sealed this _____ day of _____ 20_____

WITNESS:

WITNESS

PRINCIPAL:

By _____

By: _____

By: _____

SURETY:

By _____

By: _____

Name of Local Agency: _____

NOTICE

Bidders:

Please use the attached “Request for Information” form when faxing questions and comments concerning specific Contracts that have been Advertised for Bid. Include additional numbered pages as required.

REQUEST FOR INFORMATION

Response By:_____ Date:_____

INSTRUCTIONS FOR PREPARING THE CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

The Contractor Shall:

1. Submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan to the Contract's Engineer by 4:30 P.M. on the Bid day.
2. Extend equal opportunity to MDOT certified DBE firms (as listed in MDOT's DBE Directory of Certified Businesses) in the selection and utilization of Subcontractors and Suppliers.

SPECIFIC INSTRUCTIONS FOR COMPLETING THE FORM:

Insert Contractor name, the name of the person(s) preparing the form, and that person(s) telephone and fax number.

Provide total Bid price, Federal Project Identification Number, and location of the Project work.

In the columns, name each DBE firm to be used, provide the Unit or Item cost of the Work/Product to be provided by the DBE firm, give a brief description of the Work, and the dollar value of the Work.

If no DBE firm is to be utilized, the Contractor must document the reason(s) why no DBE firms are being used. Specific supporting evidence of good faith efforts taken by Contractors to solicit DBE Bidders must be attached. This evidence, as a minimum, includes phone logs, e-mail and/or mail DBE solicitation records, and the documented results of these solicitations.

NOTICE

Disadvantaged Business Enterprise Proposed Utilization

The Apparent Low Bidder must submit the Disadvantaged Business Enterprise Proposed Utilization form by close of Business (4:30 P.M.) on Bid day.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form contains additional information that is required by USDOT.

The Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan form must be used.

A copy of the new Contractor's Disadvantaged Business Enterprise Proposed Utilization Plan and instructions for completing it are attached.

Note: Questions about DBE firms, or to obtain a printed copy of the DBE Directory, contact Equal Opportunity at (207) 624-3066.

MDOT's DBE Directory of Certified firms can also be obtained at http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

**MaineDOT CONTRACTOR'S DISADVANTAGED BUSINESS ENTERPRISE
PROPOSED UTILIZATION FORM**

Low Bidder must furnish this form to Contracts Section Bid Opening day.

Contractor: _____

Telephone: _____

Prepared by: _____

Fax: _____

BID PRICE: \$ _____

BID DATE: ____/____/____

FEDERAL PIN # _____

PROJECT LOCATION: _____

TOTAL DBE _____ % PARTICIPATION FOR THIS PROJECT

W B E•	D B E•	Firm Name	Unit/Item Cost	Unit #	Description of Work & Item Number	Actual \$ Value
Total >						

Attach supporting evidence to the maximum participation of DBEs on this project. This is a requirement. This evidence must include name of firm(s) contacted, date contacted, and outcome of solicitation.

Equal Opportunity Use:

Form received: ____/____/____ Verified by: _____

____ Accepted ____ Rejected _____

cc: ☐ Contracts ☐ Other _____

- WBEs are non-minority women owned firms certified by MaineDOT
 - DBEs are male and minority owned firms certified by MaineDOT
- For a complete list of certified firms go to <http://www.maine.gov/mdot>

State of Maine
VENDOR FORM
For New Vendors & for Updates on Current Vendors

Special Instructions:

PLEASE PRINT CLEARLY

Return this form to:

*** = MUST BE COMPLETED TO PROCESS**

ONLY ONE NAME/VENDOR PER FORM

New Vendor <input type="text"/>	Address Change <input type="text"/>	Multi Address <input type="text"/>	Name Change <input type="text"/>	Contact Update <input type="text"/>	ID # Change <input type="text"/>
------------------------------------	--	---------------------------------------	-------------------------------------	--	-------------------------------------

Social Security Number*
Individual or Sole Proprietor

OR

Federal Taxpayer ID Number*
Corporation

S

Business name in "DBA" field below.

Please fill in ONE.

E

Business name in "Name" field below.

This form will affect all transactions with ALL state agencies.

NEW:*

Remit to Address: Individual or Business Name.

Name*

DBA or C/O

Address*

Tel #*

OLD:

Old number:

Name

DBA or C/O

Address

Tel #

<input type="text"/>	Is this the same name on your Social Security card?
<input type="text"/>	If not, have you told Social Security about your name change?

Acct #	<input style="width: 80%;" type="text"/>
Provider #	<input style="width: 80%;" type="text"/>

Signature*

Contact Name

Print Name or Title

Accounts Receivable Contact Name

Date* (within 3 months)

Phone # if Different or for Contact Info

Vendor Indicators: Enter Y (Yes) For All Categories Listed Below That Apply To This Vendor

Dealer:	<input type="text"/>
Jobber:	<input type="text"/>
Individual:	<input type="text"/>
Minority:	<input type="text"/>

Manufacturer:	<input type="text"/>
Retailer:	<input type="text"/>
Partnership:	<input type="text"/>
Small Business:	<input type="text"/>

Factory Rep:	<input type="text"/>
Commodity:	<input type="text"/>
Incorporated:	<input type="text"/>
In-State:	<input type="text"/>

Information on State Agency Submitting Vendor Form

State Agency* & SHS #	Contact Person Name & Title*	Telephone #*
-----------------------	------------------------------	--------------

Send to: Maine Department of Transportation/ Contracts 16 SHS, Augusta, ME 04333-0014 Attn: Pat Brown

May-04

INSTRUCTIONS FOR COMPLETING VENDOR FORM

1. **Print Clearly**
2. **All sections marked with an * must be completed for processing**
3. **Send completed form to requesting State agency OR remit to address at bottom of form.**
4. **Do NOT send by Fax. Only originals will be accepted.**

<u>FIELDS</u>	<u>INFORMATION NEEDED FOR FIELD</u>
<i>Instructi ons</i>	<i>Instructions to Vendor from Agency requesting information.</i>
<i>Return to</i>	<i>The location of agency where the form is to be mailed back to. If none use address at bottom of form.</i>
Boxes above	Please check mark all that apply to the vendor. If other, please specify. If it's a new vendor only one will apply: "New Vendor"
Social Security	Individuals, individuals "doing business as", and individuals without a Federal Taxpayer ID #. Use if not using EIN
Federal Taxpayer	Businesses or professionals providing services. (ID # needs to be use for REMITTANCE purposes.) Use if not using SSN
New	Current Information
Old	Old information (If another ID# had been used please put it next to "OLD")
Name	Individual's Name or Business Name. ONLY ONE name per a form.
DBA or C	"Doing business as" or "In Care Of"
Address	REMITTANCE ADDRESS - Street Address OR PO Box (one or the other)
Tel #	Phone Number of individual or business
Signature	Individual or authorized representative of individual or authorized representative of the business
Date	Current Date (no more than 3 months old)
Contact N	Contact person at business

Accounts Receivable Contact Name	Contact person at business for accounts receivables.
Phone #	Phone for Act Rec Contact
Vendor Indicator s	Indicate all that apply for the vendor, as needed
Agency In	For Agency personnel submitting the form. Contact info incase of questions.



Office of Human Resources

Equal Opportunity

MAINE DEPARTMENT OF TRANSPORTATION

Certified Disadvantaged and Women Business Enterprise

DBE DIRECTORY - MINORITY OWNED

WBE DIRECTORY - WOMEN OWNED

WEBSITE FOR DIRECTORY CAN BE FOUND AT:

http://www.state.me.us/mdot/humnres/o_equalo/cdwbed_h.htm

It is the responsibility of the Contractor to access the DBE Directory at this site in order to have the most current listings.

STATE OF MAINE DEPARTMENT OF TRANSPORTATION NOTICE TO CONTRACTORS

Sealed Bids addressed to the Maine Department of Transportation, Augusta, Maine 04333 and endorsed on the wrapper "Bids for Flashing Beacons in the towns of Litchfield - Monmouth - Poland - Sidney - Burnham" will be received from contractors at the Reception Desk, Maine DOT Building, Child Street, Augusta, Maine, until 11:00 o'clock A.M. (prevailing time) on October 27, 2004, and at that time and place publicly opened and read. Bids will be accepted from contractors prequalified by the Department of Transportation for Traffic Signal projects. All other Bids may be rejected. MDOT provides the option of electronic bidding. We now accept electronic bids for those bid packages posted on the bidx.com website. Electronic bids do not have to be accompanied by paper bids. Please note: the Department will accept a facsimile of the bid bond; however, the original bid bond must then be received at the MDOT Contract Section within 72 hours of the bid opening. During this transition, dual bids (one paper, one electronic) will be accepted, with the paper copy taking precedence.

Description: Maine Federal Aid Project No. STP-A074(000)X, STP-1152(300)X, STP-1117(600)X
PINS. 10740.00, 11523.00, 11176.00

Location: In Kennebec, Androscoggin, and Waldo Counties, projects are located at various statewide locations contained, outlined and described in the bid documents.

Outline of Work: Flashing beacons and other incidental work.

For general information regarding Bidding and Contracting procedures, contact Scott Bickford at (207)624-3410. Our webpage at <http://www.state.me.us/mdot/project/design/homepg.htm> contains a copy of the schedule of items, Plan Holders List, written portions of bid amendments (not drawings), and bid results. For Project-specific information fax all questions to **Project Manager Jim Mansir** at (207)624-3431. Questions received after 12:00 noon of Monday prior to bid date will not be answered. Bidders shall not contact any other Departmental staff for clarification of Contract provisions, and the Department will not be responsible for any interpretations so obtained. Hearing impaired persons may call the Telecommunication Device for the Deaf at (207) 624-3007.

Plans, specifications and bid forms may be seen at the Maine DOT Building in Augusta, Maine. They may be purchased from the Department between the hours of 8:00 a.m. to 4:30 p.m. by cash, credit card (Visa/Mastercard) or check payable to Treasurer, State of Maine sent to Maine Department of Transportation, Attn.: Mailroom, 16 State House Station, Augusta, Maine 04333-0016. They also may be purchased by telephone at (207)624-3536 between the hours of 8:00 a.m. to 4:30 p.m. Bid Book \$10 (\$13 by mail), payment in advance, all non-refundable.

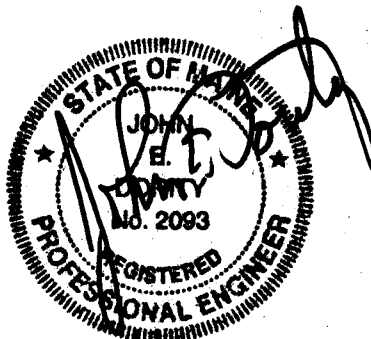
Each Bid must be made upon blank forms provided by the Department and must be accompanied by a bid bond at 5% of the bid amount or an official bank check, cashier's check, certified check, certificate of deposit, or United States postal money order in the amount of \$750.00 payable to Treasurer, State of Maine as a Bid guarantee. A Contract Performance Surety Bond and a Contract Payment Surety Bond, each in the amount of 100 percent of the Contract price, will be required of the successful Bidder.

This Contract is subject to all applicable Federal Laws. This contract is subject to compliance with the Disadvantaged Business Enterprise program requirements as set forth by the Maine Department of Transportation.

All work shall be governed by "State of Maine, Department of Transportation, Standard Specifications, Revision of December 2002", price \$10 [\$13 by mail], and Standard Details, Revision of December 2002, price \$20 [\$25 by mail] Standard Detail updates can be found at <http://www.state.me.us/mdot/project/design/homepg.htm>

The right is hereby reserved to the MDOT to reject any or all Bids.

Augusta, Maine
October 13, 2004



JOHN E. DORITY
CHIEF ENGINEER

SPECIAL PROVISION 102.7.3
ACKNOWLEDGMENT OF BID AMENDMENTS

With this form, the Bidder acknowledges its responsibility to check for all Amendments to the Bid Package. For each Project under Advertisement, Amendments are located at <http://www.maine.gov/mdot/comprehensive-list-projects/project-information.php>. It is the responsibility of the Bidder to determine if there are Amendments to the Project, to download them, to incorporate them into their Bid Package, and to reference the Amendment number and the date on the form below. The Maine DOT will not post Bid Amendments any later than noon the day before Bid opening without individually notifying all the planholders.

Amendment Number	Date

The Contractor, for itself, its successors and assigns, hereby acknowledges that it has received all of the above referenced Amendments to the Bid Package.

CONTRACTOR

Date

Signature of authorized representative

(Name and Title Printed)

MAINE DEPARTMENT OF TRANSPORTATION

BID

CALL ORDER :

CONTRACT ID : 010740.00

PROJECTS

STP-A074(000)X

STP-1117(600)X

STP-1152(300)X

COUNTY : KENNEBEC

ANDROSCOGGIN

WALDO

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010740.00

PROJECT(S): STP-A074(000)X

STP-1117(600)X

STP-1152(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS CTS	BID AMOUNT DOLLARS CTS
------------	---------------------	----------------------------------	---------------------------	---------------------------

SECTION 0001 FLASHING BEACON ITEMS

0010	643.60 FLASHING BEACON AT: BURNHAM - INTERSECTION OF TROY RD. W/ HORSEBACK RD.	LUMP	LUMP	
0020	643.60 FLASHING BEACON AT: LITCHFIELD	LUMP	LUMP	
0030	643.60 FLASHING BEACON AT: MONMOUTH	LUMP	LUMP	
0040	643.60 FLASHING BEACON AT: POLAND	LUMP	LUMP	
0050	643.60 FLASHING BEACON AT: SIDNEY	LUMP	LUMP	
0060	643.60 FLASHING BEACON AT: SIDNEY (INTERSECTION OF MIDDLE, DENSMORE & SHEPARD ROADS)	LUMP	LUMP	
0070	652.34 CONE	30.000 EA		
0080	652.35 CONSTRUCTION SIGNS	600.000 SF		
0090	652.361 MAINTENANCE OF TRAFFIC CONTROL DEVICES	LUMP	LUMP	

SCHEDULE OF ITEMS

REVISED:

CONTRACT ID: 010740.00

PROJECT(S): STP-A074(000)X

STP-1117(600)X

STP-1152(300)X

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE DOLLARS	CTS	BID AMOUNT DOLLARS	CTS
0100	652.38 FLAGGER	48.000				
		HR				
0110	659.10 MOBILIZATION	LUMP	LUMP			
	SECTION 0001 TOTAL					
	TOTAL BID					

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No's. **10740.00 – 11523.00 – 11176.00** for **Flashing Beacons** in the towns of **Litchfield – Monmouth – Poland – Sidney - Burnham**, Counties of **Kennebec, Androscoggin and Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **April 1, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PINS. 10740.00 – 11523.00 – 11176.00 - Flashing Beacons - in the towns of Litchfield, Monmouth, Poland, Sidney, Burnham.

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street, Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

_____ a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at _____

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No's. **10740.00 – 11523.00 – 11176.00** for **Flashing Beacons** in the towns of **Litchfield – Monmouth – Poland – Sidney - Burnham**, Counties of **Kennebec, Androscoggin and Waldo**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **April 1, 2005**. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is _____

\$_____ Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications Revision of December 2002, Standard Details Revision of December 2002 as updated through advertisement, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PINS. 10740.00 – 11523.00 – 11176.00 - Flashing Beacons - in the towns of Litchfield, Monmouth, Poland, Sidney, Burnham.

State of Maine, on which bids will be received until the time specified in the “Notice to Contractors” do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached “Schedule of Items”.

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached “Schedule of Items” in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached “Schedule of Items”, which may be ordered by the Resident, and to accept as full compensation the amount determined upon a “Force Account” basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier’s check, certificate of deposit or U. S. Postal Money Order in the amount given in the “Notice to Contractors”, payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer’s “Notice to Commence Work” as stated in Section 107.2 of the Standard Specifications Revision of December 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor’s Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR

Date

(Signature of Legally Authorized Representative
of the Contractor)

Witness

(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

By: David A. Cole, Commissioner

Witness

CONTRACT AGREEMENT, OFFER & AWARD

AGREEMENT made on the date last signed below, by and between the State of Maine, acting through and by its Department of Transportation (Department), an agency of state government with its principal administrative offices located at Child Street Augusta, Maine, with a mailing address at 16 State House Station, Augusta, Maine 04333-0016, and

(Name of the firm bidding the job)

a corporation or other legal entity organized under the laws of the State of Maine, with its principal place of business located at **(address of the firm bidding the job)**

The Department and the Contractor, in consideration of the mutual promises set forth in this Agreement (the "Contract"), hereby agree as follows:

A. The Work.

The Contractor agrees to complete all Work as specified or indicated in the Contract including Extra Work in conformity with the Contract, PIN No. **1224.00**

for the **Hot Mix Asphalt Overlay** in the town/city of **West Eastport**, County of **Washington**, Maine. The Work includes construction, maintenance during construction, warranty as provided in the Contract, and other incidental work.

The Contractor shall be responsible for furnishing all supervision, labor, equipment, tools supplies, permanent materials and temporary materials required to perform the Work including construction quality control including inspection, testing and documentation, all required documentation at the conclusion of the project, warranting its work and performing all other work indicated in the Contract.

The Department shall have the right to alter the nature and extent of the Work as provided in the Contract; payment to be made as provided in the same.

B. Time.

The Contractor agrees to complete all Work, except warranty work, on or before **November 15**, 2003. Further, the Department may deduct from moneys otherwise due the Contractor, not as a penalty, but as Liquidated Damages in accordance with Sections 107.7 and 107.8 of the State of Maine Department of Transportation Standard Specifications, Revision of December 2002.

C. Price.

The quantities given in the Schedule of Items of the Bid Package will be used as the basis for determining the original Contract amount and for determining the amounts of the required Performance Surety Bond and Payment Surety Bond, and that the amount of this offer is (Place bid here in alphabetical form such as One Hundred and Two dollars and 10 cents) \$ (repeat bid here in numerical terms, such as \$102.10) Performance Bond and Payment Bond each being 100% of the amount of this Contract.

D. Contract.

This Contract, which may be amended, modified, or supplemented in writing only, consists of the Contract documents as defined in the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds. It is agreed and understood that this Contract will be governed by the documents listed above.

E. Certifications.

By signing below, the Contractor hereby certifies that to the best of the Contractor's knowledge and belief:

1. All of the statements, representations, covenants, and/or certifications required or set forth in the Bid and the Bid Documents, including those in Appendix A to Division 100 of the Standard Specifications Revision of December 2002 (Federal Contract Provisions Supplement), and the Contract are still complete and accurate as of the date of this Agreement.
2. The Contractor knows of no legal, contractual, or financial impediment to entering into this Contract.
3. The person signing below is legally authorized by the Contractor to sign this Contract on behalf of the Contractor and to legally bind the Contractor to the terms of the Contract.

F. Offer.

The undersigned, having carefully examined the site of work, the Plans, Standard Specifications, Revision of December 2002, Standard Details Revision of December 2002, Supplemental Specifications, Special Provisions, Contract Agreement; and Contract Bonds contained herein for construction of:

PIN 1234.00 West Eastport, Hot Mix Asphalt Overlay

State of Maine, on which bids will be received until the time specified in the "Notice to Contractors" do(es) hereby bid and offer to enter into this contract to supply all the materials, tools, equipment and labor to construct the whole of the Work in strict accordance with the terms and conditions of this Contract at the unit prices in the attached "Schedule of Items".

The Offeror agrees to perform the work required at the price specified above and in accordance with the bids provided in the attached "Schedule of Items" in strict accordance with the terms of this solicitation, and to provide the appropriate insurance and bonds if this offer is accepted by the Government in writing.

As Offeror also agrees:

First: To do any extra work, not covered by the attached "Schedule of Items", which may be ordered by the Resident, and to accept as full compensation the amount determined upon a "Force Account" basis as provided in the Standard Specifications, Revision of December 2002, and as addressed in the contract documents.

Second: That the bid bond at 5% of the bid amount or the official bank check, cashier's check, certificate of deposit or U. S. Postal Money Order in the amount given in the "Notice to Contractors", payable to the Treasurer of the State of Maine and accompanying this bid, shall be forfeited, as liquidated damages, if in case this bid is accepted, and the undersigned shall fail to abide by the terms and conditions of the offer and fail to furnish satisfactory insurance and Contract bonds under the conditions stipulated in the Specifications within 15 days of notice of intent to award the contract.

Third: To begin the Work on the date specified in the Engineer's "Notice to Commence Work" as stated in Section 107.2 of the Standard Specifications Revision of 2002 and complete the Work within the time limits given in the Special Provisions of this Contract.

Fourth: The Contractor will be bound to the Disadvantaged Business Enterprise (DBE) Requirements contained in the attached Notice (Additional Instructions to Bidders) and submit a completed Contractor's Disadvantaged Business Enterprise Utilization Plan by 4:30pm on the day of bid opening to the Contracts Engineer.

Fifth: That this offer shall remain open for 30 calendar days after the date of opening of bids.

Sixth: The Bidder hereby certifies, to the best of its knowledge and belief that: the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with its bid, and its subsequent contract with the Department.

IN WITNESS WHEREOF, the Contractor, for itself, its successors and assigns, hereby execute two duplicate originals of this Agreement and thereby binds itself to all covenants, terms, and obligations contained in the Contract Documents.

CONTRACTOR
(Sign Here)

(Signature of Legally Authorized Representative
of the Contractor)
(Witness Sign Here) _____ (Print Name Here)
Witness _____
(Name and Title Printed)

G. Award.

Your offer is hereby accepted.
documents referenced herein.

This award consummates the Contract, and the

MAINE DEPARTMENT OF TRANSPORTATION

Date

(Witness)

By: David A. Cole, Commissioner

BOND # _____

CONTRACT PERFORMANCE BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____,
a corporation duly organized under the laws of the State of _____ and having a
usual place of business _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine in the sum
of _____ **and 00/100 Dollars (\$** _____ **)**,
to be paid said Treasurer of the State of Maine or his successors in office, for which
payment well and truly to be made, Principal and Surety bind themselves, their heirs,
executors and administrators, successors and assigns, jointly and severally by these
presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of _____
promptly and faithfully performs the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the State
of Maine.

Signed and sealed this _____ day of _____, 20_____.

WITNESSES:

Signature.....
Print Name Legibly

Signature

Print Name Legibly

SURETY ADDRESS:
.....
.....
.....
TELEPHONE.....

SIGNATURES:

CONTRACTOR:

Print Name Legibly
SURETY:

Print Name Legibly

NAME OF LOCAL AGENCY:

ADDRESS
.....
.....

BOND # _____

CONTRACT PAYMENT BOND
(Surety Company Form)

KNOW ALL MEN BY THESE PRESENTS: That _____
_____ **and the State of** _____, as principal,
and _____
a corporation duly organized under the laws of the State of _____ and having a
usual place of business in _____,
as Surety, are held and firmly bound unto the Treasurer of the State of Maine for the use
and benefit of claimants as herein below defined, in the sum of
_____ **and 00/100 Dollars (\$** _____ **)**
for the payment whereof Principal and Surety bind themselves, their heirs, executors and
administrators, successors and assigns, jointly and severally by these presents.

The condition of this obligation is such that if the Principal designated as Contractor in
the Contract to construct Project Number _____ in the Municipality of
_____ promptly satisfies all claims and demands incurred for all
labor and material, used or required by him in connection with the work contemplated by
said Contract, and fully reimburses the obligee for all outlay and expense which the
obligee may incur in making good any default of said Principal, then this obligation shall
be null and void; otherwise it shall remain in full force and effect.

A claimant is defined as one having a direct contract with the Principal or with a
Subcontractor of the Principal for labor, material or both, used or reasonably required for
use in the performance of the contract.

Signed and sealed this _____ day of _____, 20 .. .

WITNESS:

SIGNATURES:

CONTRACTOR:

Signature.....

Print Name Legibly

SURETY:

Signature.....

Print Name Legibly

SURETY ADDRESS:

NAME OF LOCAL AGENCY:

ADDRESS

TELEPHONE

General Decision Number: ME030009 07/30/2004 ME9

Superseded General Decision Number: ME020009

State: Maine

Construction Types: Highway

Counties: Aroostook, Franklin, Hancock, Kennebec, Knox, Lincoln, Oxford, Piscataquis, Sagadahoc, Somerset, Waldo and York Counties in Maine.

HIGHWAY CONSTRUCTION PROJECTS excluding major bridging (for example: bascule, suspension and spandrel arch bridges; those bridging waters presently navigating or to be navigatable; and those involving marine construction in any degree); tunnels, building structures in rest area projects and railroad construction.

Modification Number	Publication Date
0	06/13/2003
1	07/30/2004

* ENGI0004-015 04/01/2004

	Rates	Fringes
Power equipment operators:		
Pavers.....	\$ 16.51	6.70
Rollers.....	\$ 16.51	6.70

SUME2000-008 10/24/2000

	Rates	Fringes
Carpenter.....	\$ 11.60	1.51
Ironworkers:		
Structural.....	\$ 12.03	1.58
Laborers:		
Drillers.....	\$ 10.00	2.50
Flaggers.....	\$ 6.00	
Guardrail Installers.....	\$ 7.92	
Landscape.....	\$ 7.87	.16
Line Stripper.....	\$ 8.69	.23
Pipelayers.....	\$ 9.21	2.31
Rakers.....	\$ 9.00	1.51
Sign Erectors.....	\$ 10.00	
Unskilled.....	\$ 8.66	1.38
Wheelman.....	\$ 8.50	.43
Power equipment operators:		
Backhoes.....	\$ 11.87	2.05
Bulldozers.....	\$ 12.33	2.88
Cranes.....	\$ 14.06	1.75
Excavators.....	\$ 12.38	2.48
Graders.....	\$ 13.06	3.73
Loaders.....	\$ 11.41	2.87
Mechanics.....	\$ 13.18	2.57
Truck drivers:		
Dump.....	\$ 9.35	3.10
Tri axle.....	\$ 8.70	1.18

Two axle.....\$ 8.56 2.19

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number ME030003 06/13/2003 ME3

Superseded General Decision No. ME020003

State: Maine

Construction Type:
HIGHWAY

County(ies):
ANDROSCOGGIN CUMBERLAND

Highway Construction Projects Excluding Major Bridging
(for example: bascule, suspension and spandrel arch
bridges; those bridging waters presently navigating or
to be navigable; and those involving marine construction
in any degree); tunnels, building structures in rest area
projects and railroad construction.

Modification Number Publication Date
0 06/13/2003

COUNTY(ies):
ANDROSCOGGIN CUMBERLAND

SUME4025A 10/24/2000

	Rates	Fringes
CARPENTERS	11.30	1.95
ELECTRICIANS	17.90	2.30
LABORERS		
Flaggers	6.00	
Landscape	7.99	.72
Unskilled	8.69	1.08
POWER EQUIPMENT OPERATORS		
Backhoes	12.39	2.00
Bulldozers	11.13	1.94
Excavators	11.24	1.31
Loaders	11.19	1.82
Rollers	10.16	1.56
TRUCK DRIVERS		
Dump	9.02	1.39
Two axle	9.08	1.28

WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations

indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

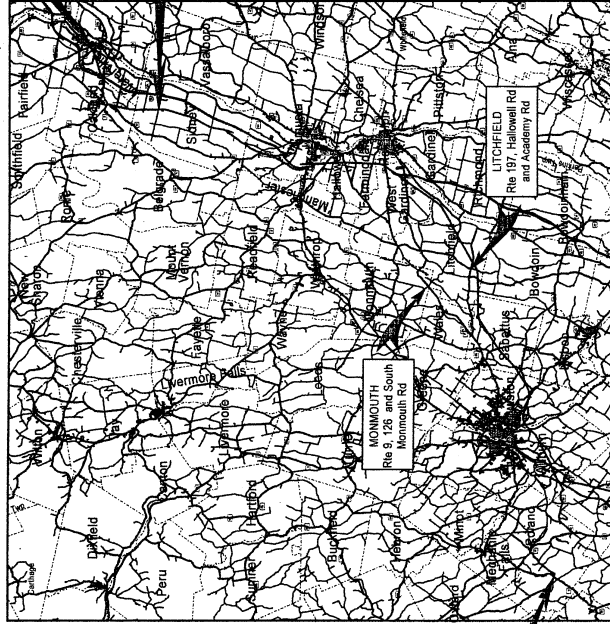
□

STATE OF MAINE
DEPARTMENT OF TRANSPORTATION



Litchfield, Monmouth, Poland,
Sidney,

Kennebec and Androscoggin Counties
Maine Federal Aid
Project No. STP-A074(000)X
Flashing Beacon Traffic Signals



LOCATION MAP

SIDNEY
Middle Rd, Drummond Rd
and Goodhue Rd

POLAND
Rte 11, Meguer-Hill Rd
and White Oak Hill Rd

INDEX OF SHEETS

Description
Title Sheet..... 1

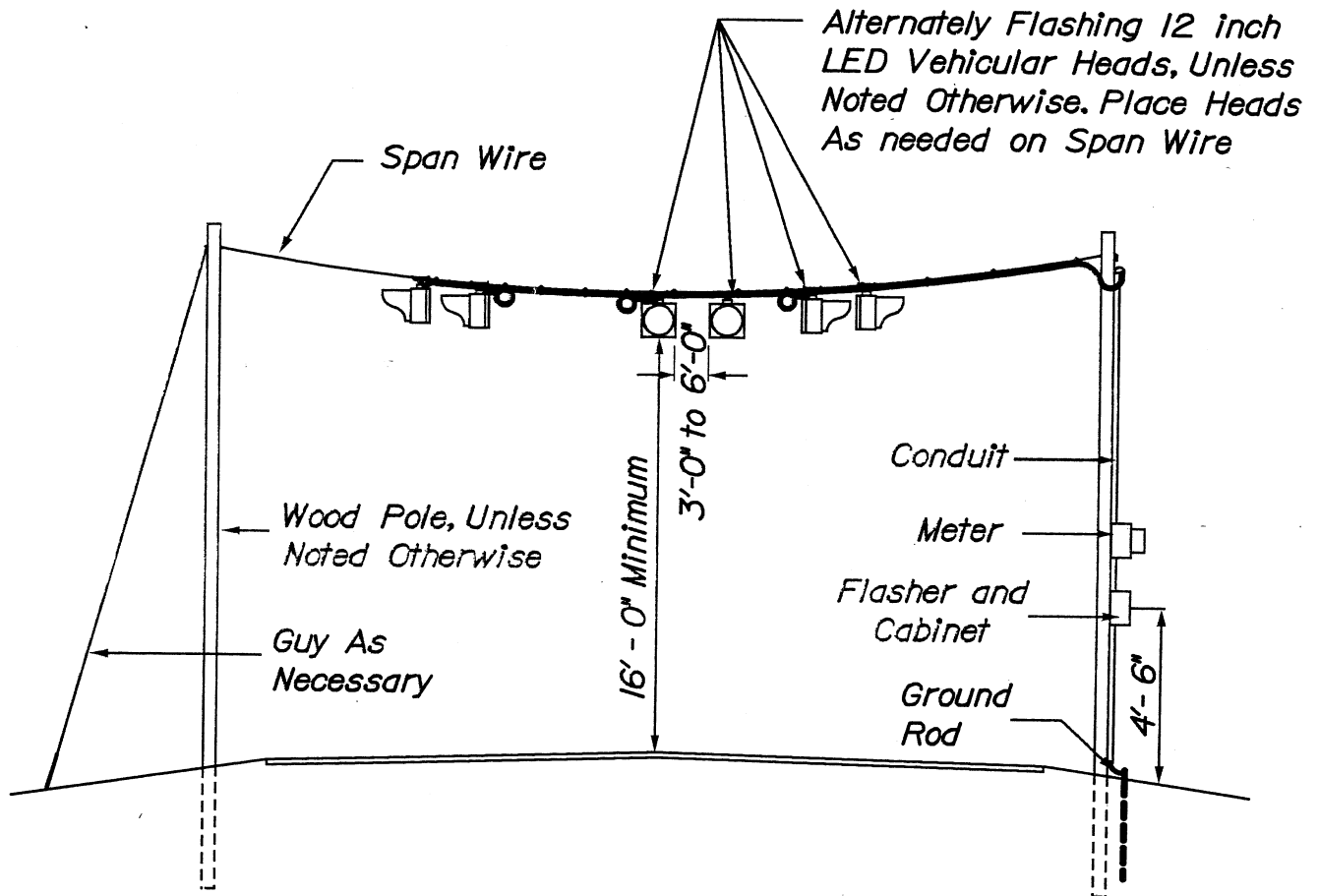
STATE OF MAINE DEPARTMENT OF TRANSPORTATION	
APPROVED	COMMISSIONER
DATE	



PROJECT INFORMATION	PROJECT NUMBER	PROJECT NAME	PROJECT LOCATION
PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION
PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT DESCRIPTION

TITLE SHEET	
Litchfield, Monmouth, Poland, Sidney,	
PIN 10740.00	

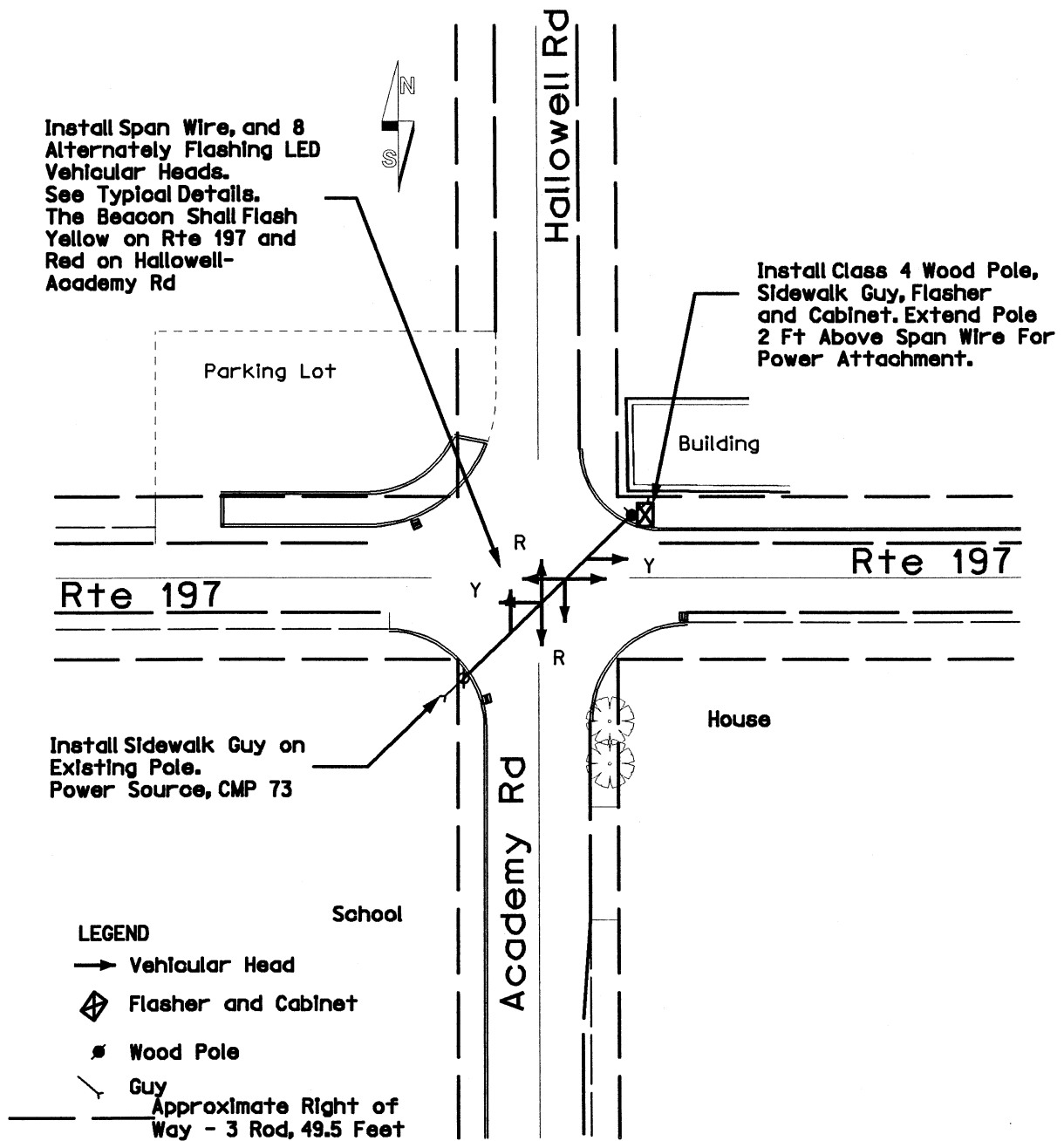
SHEET NUMBER	1
OF 1	



NOTE -
 All Work Shall Conform to Applicable Portions of
 The Standard Specifications and The Standard
 Details.

TYPICAL FLASHING BEACON INSTALLATION
ITEM NO. 643.60

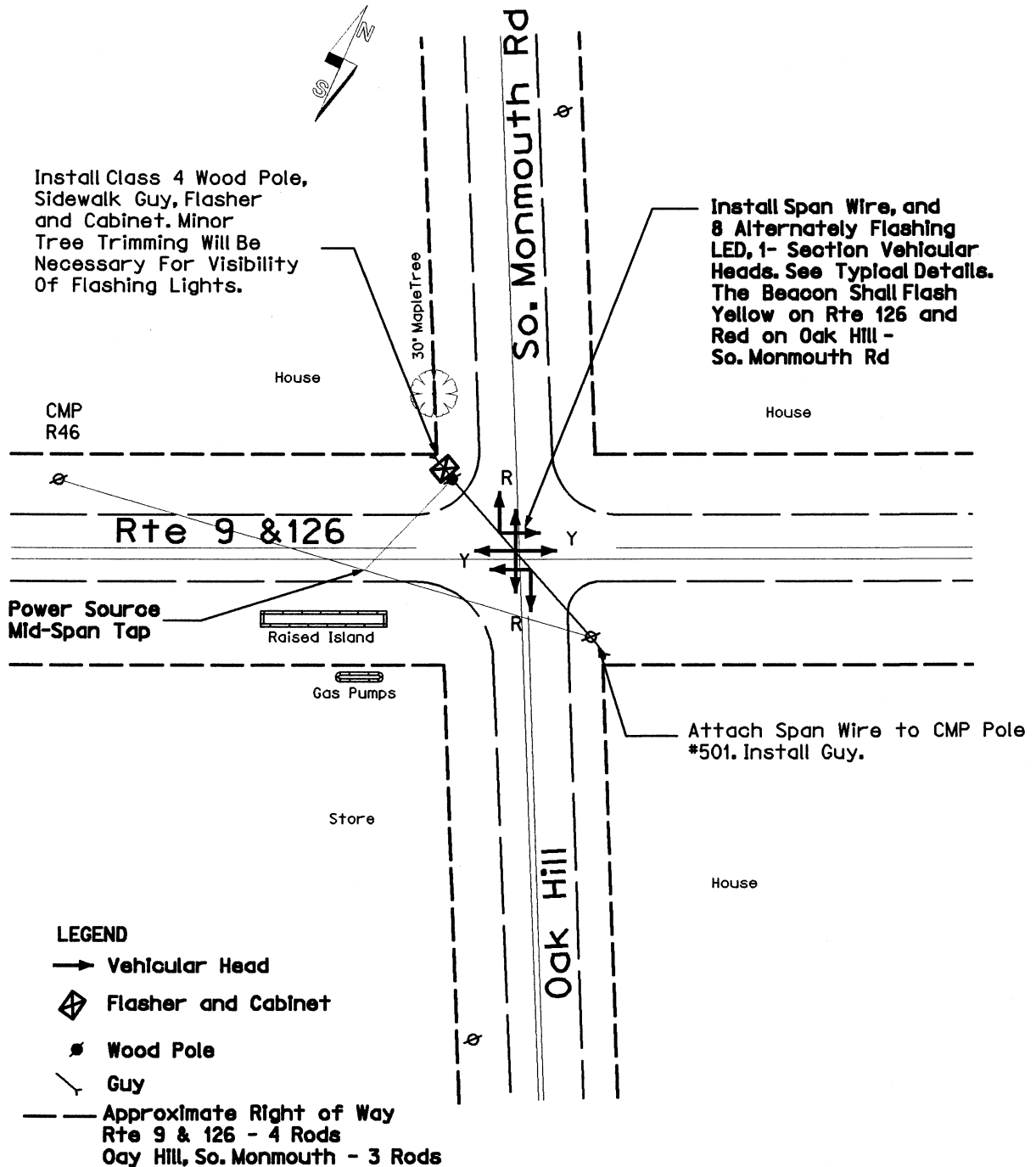
TRAFFIC SIGNALS
643(10)



*Flashing Beacon at
Rte 197, Hallowell Rd and Academy Rd
Litchfield, Maine*

NTS

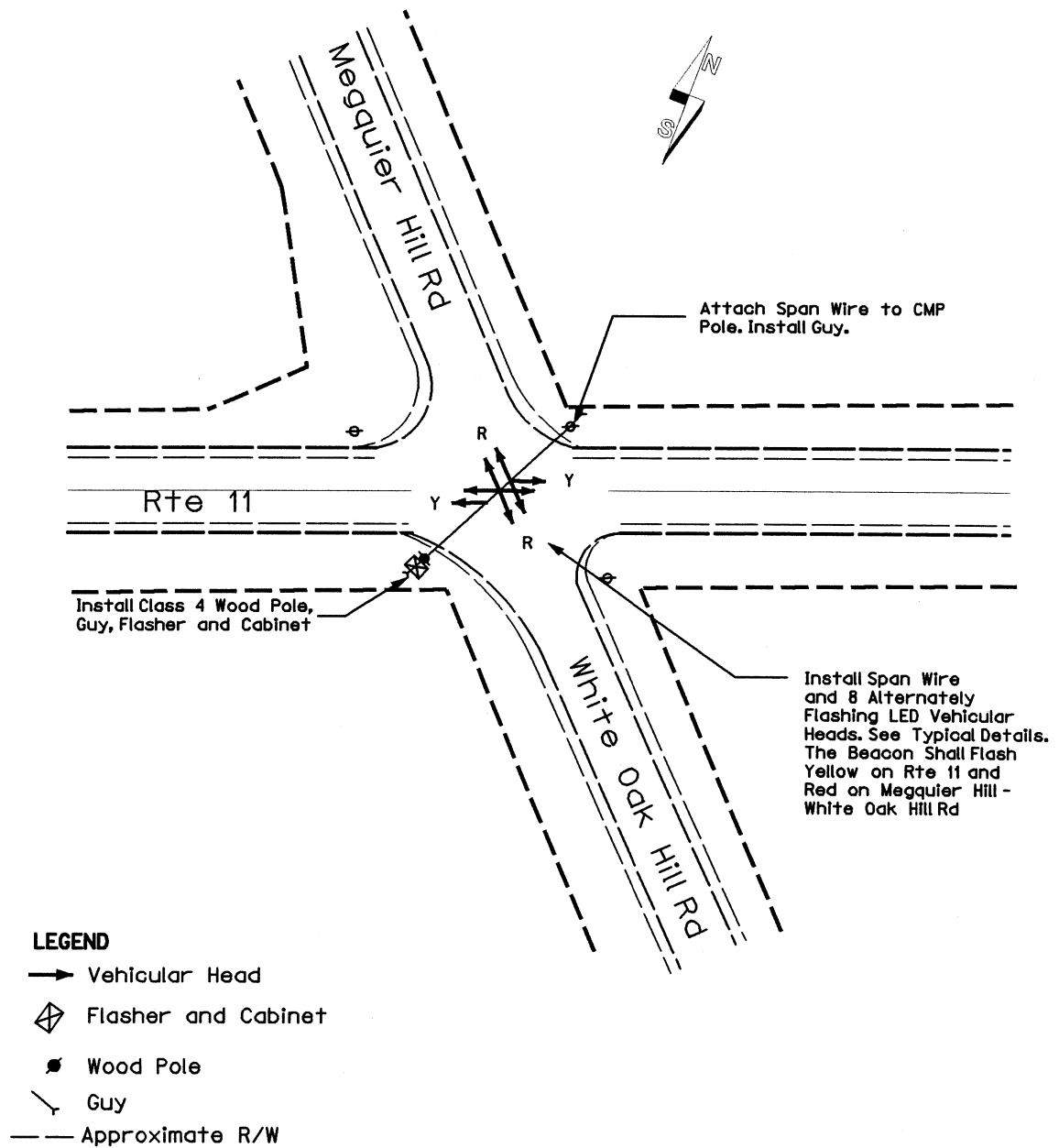
PIN 10740.00



*Flashing Beacon at
Rte 9 & 126, South Monmouth Rd,
and Oak Hill
Monmouth, Maine*

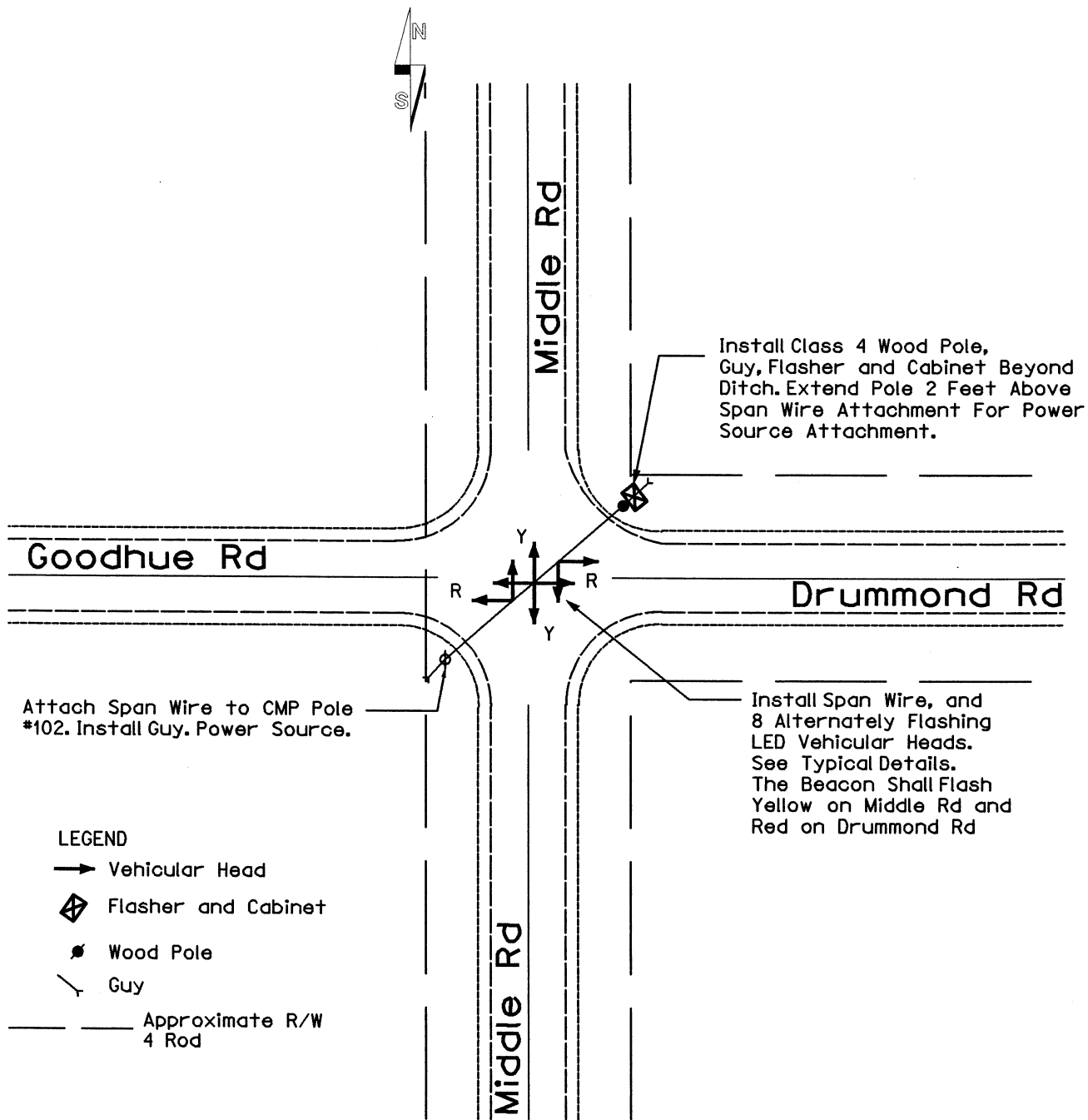
NTS

PIN 10740.00



NTS

*Flashing Beacon at
Rte 11, Megquier Hill Rd and
White Oak Hill Rd
Poland, Maine
PIN 10740.00*



*Flashing Beacon at
Middle Rd and Drummond Rd*

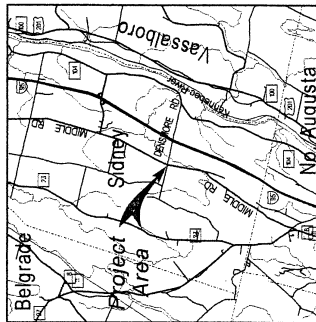
Sidney, Maine

PIN 10740.00


NTS

Maine Federal Aid

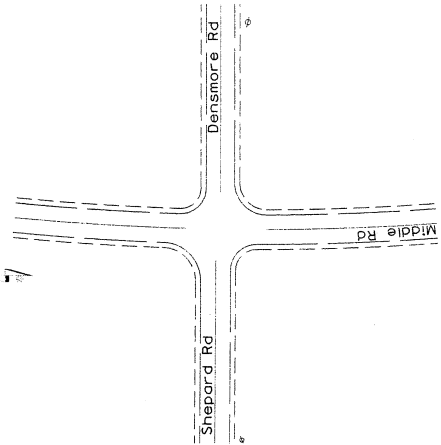
Flashing Beacon Traffic Signal
Middle Rd, Densmore Rd
and Shepard Rd



LOCATION MAP

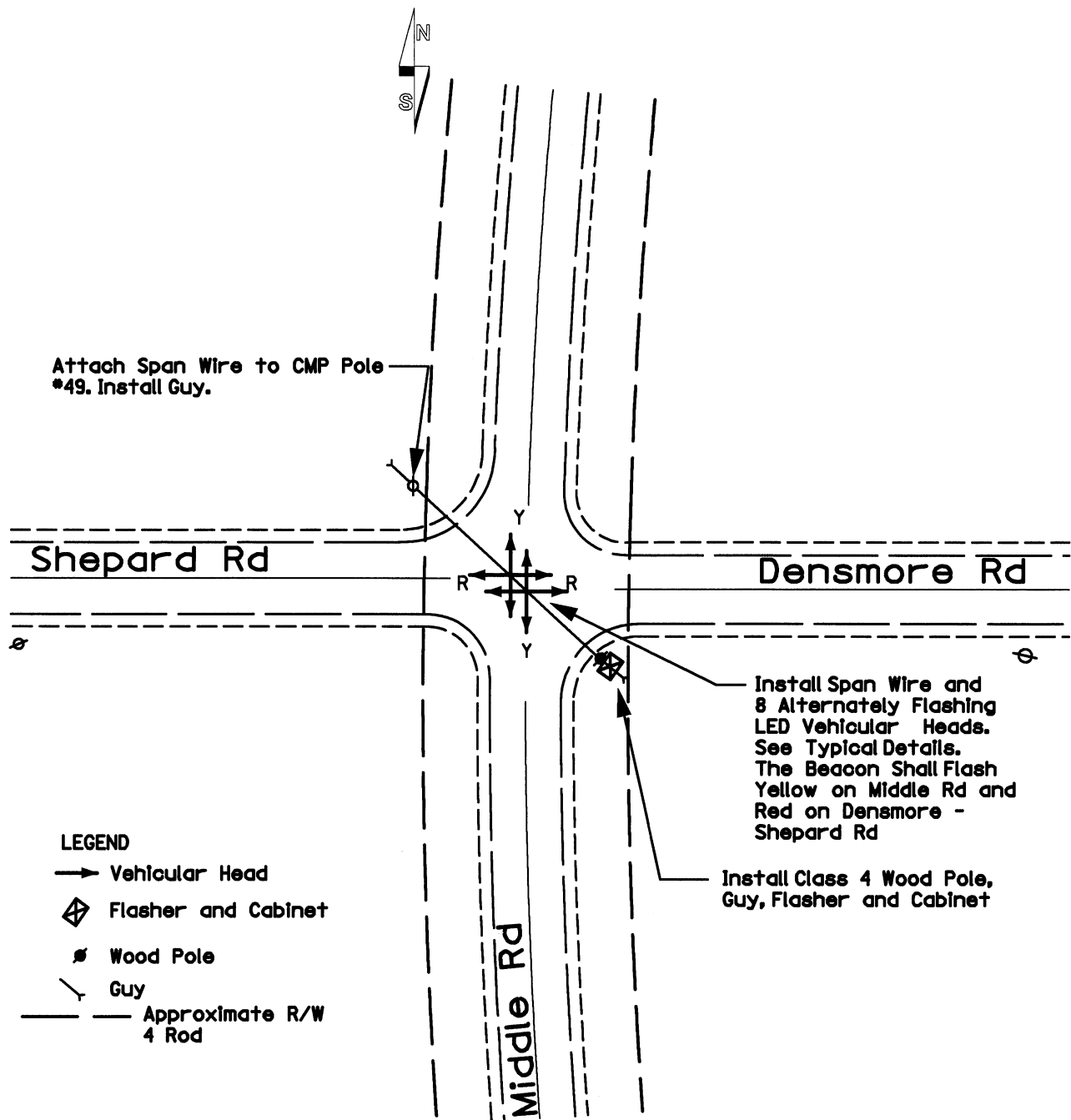


Scale in Kilometers



STP-1152(300)X PIN 11523.00

SHEET NUMBER
1
OF 2



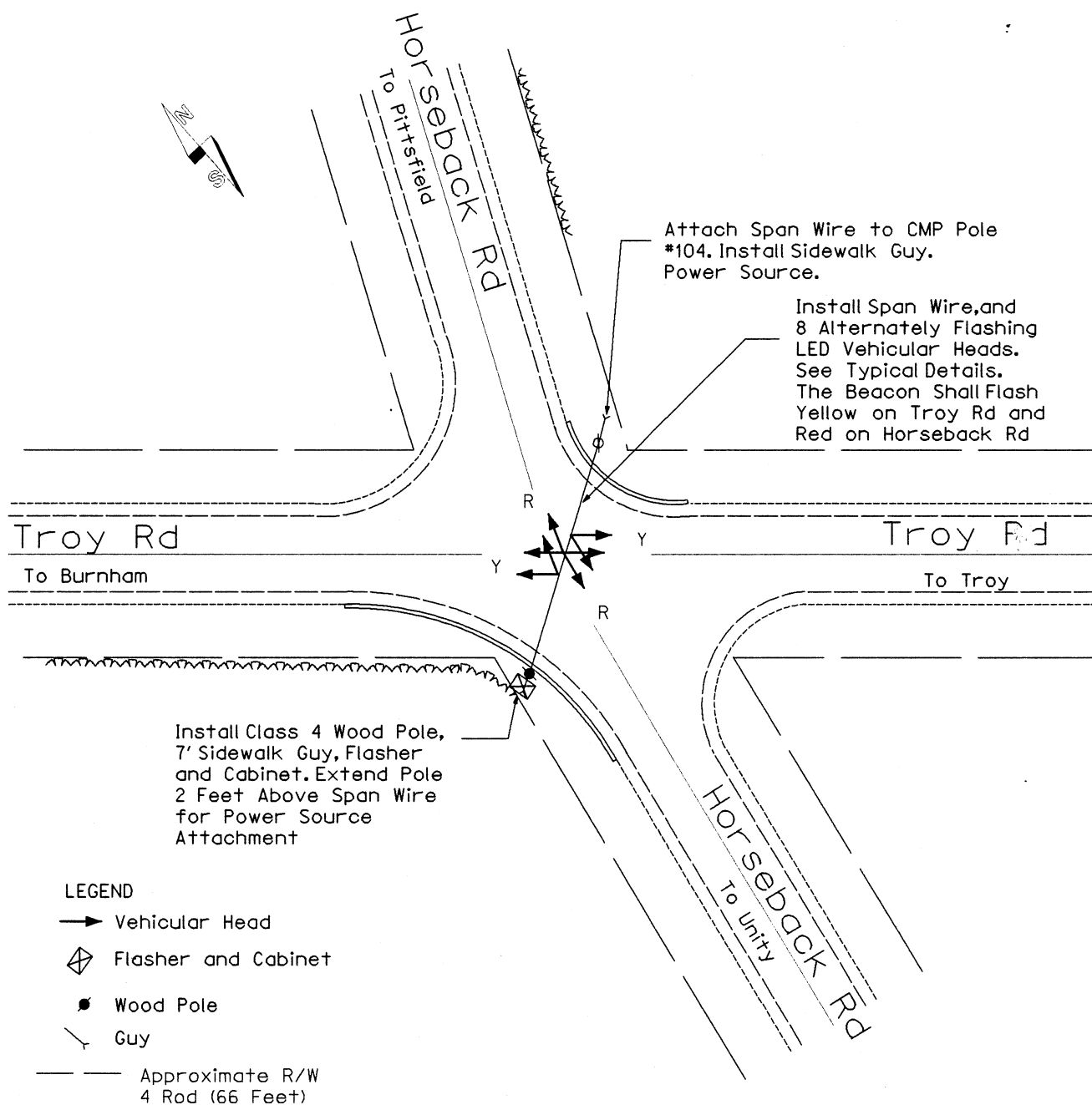
*Flashing Beacon at
Middle Rd, Densmore Rd
and Shepard Rd*

Sidney, Maine

PIN 11523.00

NTS

BURNHAM Troy Rd and Horseback Rd TITLE SHEET		SHEET NUMBER <div style="font-size: 2em; text-align: center;">1</div>	
PROJECT INFORMATION PROJECT NUMBER: 8780 PROJECT NAME: Troy Rd and Horseback Rd PROJECT MANAGER: [Signature] PROJECT ENGINEER: [Signature] PROJECT DATE: 05/13/04		DEPARTMENT OF TRANSPORTATION STATE OF MAINE APPROVED: [Signature] COMMISSIONER: [Signature] DATE: 05/13/04	



*Flashing Beacon at
Horseback Rd and Troy Rd*

Burnham, Maine

PIN 11176.00

NTS

Town: **Litchfield**
Project: **STP-1074(000)X**
PIN: **10740.00**
Location: **Intersection of Route 197
(Litchfield Road) & Hallowell
Road; Litchfield Corners**

**SPECIAL PROVISION
SECTION 104
Utilities**

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required as no underground or aerial utility adjustment or relocation is anticipated.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work – none expected. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Adelphia Communications Corporation	X	
Central Maine Power Company	X	
Fairpoint New England	X	

Temporary utility adjustments are **not** anticipated as part of this project.

Though none expected, the respective utility company will make all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

General Information

- 1) No aerial utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.
- 2) For ease of grounds maintenance, sidewalk type anchors will be installed.

Special Provisions – Utilities

Litchfield

PIN 10740.00

June 25, 2004

Page 2

Northwesterly Quadrant (Parking Lot)

No flashing beacon work is anticipated within this quadrant.

Northeasterly Quadrant (2 ½ Story White House – vacant as of 6/22/04)

The contractor will install a new wood pole, sidewalk type anchor and cabinet for the new flashing beacon system. The MDOT Resident will approve the actual location of the new wood pole, anchor and cabinet.

Southeasterly Quadrant (2 ½ Story Gray House w/Large Maple Tree)

No flashing beacon work is anticipated within this quadrant.

Southwesterly Quadrant

The contractor will attach the span wire one foot above the CATV conductors. The contractor will install a new sidewalk type anchor for the new flashing beacon system. The MDOT Resident will approve the actual location of the new anchor and span wire attachment.

Power will be provided for the new beacon system from pole CMP73/R5/125 located in the southwesterly quadrant, then attach the power to the new beacon pole to be located in northeasterly quadrant and then terminate the power at the beacon head.

UNDERGROUND

General Information

- 1) No underground utility facilities are anticipated within the project area.

UTILITY CONTACTS

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860, cell (207) 242-0412 or paged at (207) 750-3802.

Adelphia Communications Corp.

The contact for issues regarding Adelphia Communications Corp. is Dennis Wight and he may be reached at (207) 623-3685 ext.650.

Fairpoint New England

The contact for issues regarding Fairpoint New England is John Smith and he may be reached at (207) 377-9244.

Special Provisions – Utilities

Litchfield

PIN 10740.00

June 25, 2004

Page 3

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Town: **Monmouth**
Project: **STP-A074(000)X**
PIN: **10740.00**
Location: **Intersection of Route 126/9 &
South Monmouth Road (Day
Corner @ South Monmouth
Market)**

**SPECIAL PROVISION
SECTION 104
Utilities**

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required as no underground or aerial utility adjustment or relocation is anticipated.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work to be undertaken in conjunction with this project. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Adelphia Communications Corporation	X	
Central Maine Power Company	X	
Fairpoint New England	X	
Mid-Maine Telecom		X

Temporary utility adjustments are **not** anticipated as part of this project.

Though none expected, the respective utility company will make all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

General Information

- 1) No aerial utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.
- 2) For ease of grounds maintenance, sidewalk type anchors will be installed.

Special Provisions – Utilities

Monmouth

PIN 10740.00

June 21, 2004

Page 2

Northerly Quadrant (2 ½ Story House w/Weeping Willow Tree)

No flashing beacon work is anticipated within this quadrant.

Southerly Quadrant (South Monmouth Market)

No flashing beacon work is anticipated within this quadrant.

Westerly Quadrant (1 ½ Story House w/Large Maple Tree)

The contractor will install a new wood pole, sidewalk type anchor, and cabinet for the new flashing beacon system. The actual location of the new wood pole will be approved by the MDOT Resident and will be placed to avoid the existing Mid-Maine Telecom buried conductors located within this quadrant. No utility adjustment or relocation is anticipated to accommodate the new flashing beacon system.

Power will be provided for the new beacon system from a mid-span tap located between pole CMP2 located southwesterly of the intersection and pole CMP501 located within the southerly quadrant then proceed to the new beacon pole and then terminate at the beacon head.

Easterly Quadrant

The contractor will attach the span wire for the flashing beacon system to pole CMP501 one foot above CATV (approximately at the base of street light bracket).

The contractor will attach a sidewalk type anchor to pole CMP501 to support the flashing beacon system.

UNDERGROUND

General Information

- 1) No underground utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.
- 2) *The contractor should be aware of buried Mid-Maine Telecom facilities within the project area.*

UTILITY CONTACTS

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860, cell (207) 242-0412 or paged at (207) 750-3802.

Adelphia Communications Corp.

The contact for issues regarding Adelphia Communications Corp. is Dennis Wight and he may be reached at (207) 623-3685 ext.650.

Special Provisions – Utilities

Monmouth

PIN 10740.00

June 21, 2004

Page 3

Mid-Maine Telecom

The contact for issues regarding Mid-Maine Telecom is Ron Bragg and he may be reached at (207) 992-9932 or John Jones and he may be reached at (207) 992-9930.

Fairpoint New England

The contact for issues regarding Fairpoint New England is John Smith and he may be reached at (207) 377-9244.

Monmouth Sanitary District

The contact for the Monmouth Sanitary District is Robert Walker and he may be reached at (207) 933-2338.

Monmouth Water association

The contact for the Monmouth Water Association is Daniel Wells and he may be reached at (207) 377-2712.

Town of Monmouth

The Monmouth Public Works Director is Herbert Whittier and he may be reached at (207) 933-2650.

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine "Dig Safe" System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Town: **Sidney**
Project: **STP-1074(000)X;**
PIN: **10740.00**
Location: **Intersection of Middle Road,
Drummond Road and Goodhue
Road**

**SPECIAL PROVISION
SECTION 104
Utilities**

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required as no underground or aerial utility adjustment is anticipated.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work to be undertaken in conjunction with this project – **none anticipated**. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Adelphia Communications Corporation	X	
Central Maine Power Company	X	
FairPoint New England	X	X

Temporary utility adjustments are **not** anticipated as part of this project.

Though none expected, the respective utility company will make all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

General Information

- 1) No aerial utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.

Northwest Quadrant (Vacant Lot)

- 1) No utility adjustment or relocation is anticipated within this quadrant as no flashing signal beacon system work is planned in this quadrant.

Special Provisions – Utilities

Sidney

PIN 10740.00

August 16, 2004

Page 2

Northeast Quadrant (Mobil Home)

- 1) The contractor will install a new utility pole and anchor that will accommodate the proposed flashing beacon system and provide adequate road clearance.
- 2) Power for the flashing beacon is anticipated to originate from the existing secondary on pole CMP1/CTC32/1 located on the southerly side of the Drummond Road in the southeast quadrant and then connect to the new beacon pole.

Southeast Quadrant (Store)

- 1) No utility adjustment or relocation is anticipated within this quadrant as no flashing signal beacon system work is planned in this quadrant.

Southwest Quadrant (1 Story House)

- 1) The span wire for the flashing beacon will be attached one foot above the existing cable TV conductor on pole CMP102/3/54.
- 2) No power for the beacon system will be attached to pole CMP102/3/54.

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860 or paged at 750-3802.

Adelphia Communications Corp.

The contact for issues regarding Adelphia Communications Corp. is Dennis Wight and he may be reached at (207) 623-3685.

FairPoint New England

The contact for issues regarding FairPoint New England is Russ Lovejoy and he may be reached at (207) 647-7219.

UNDERGROUND

General Information

- 1) No underground utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.

Special Provisions – Utilities

Sidney

PIN 10740.00

August 16, 2004

Page 3

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Town: **Sidney**
Project: **STP-1152(300)X;**
PIN: **11523.00**
Location: **Intersection of Middle Road,
Densmore Road & Shepard
Road**

**SPECIAL PROVISION
SECTION 104
Utilities**

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is** required – Adelphia Communications adjustment required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work to be undertaken in conjunction with this project. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Adelphia Communications Corporation	X	
Central Maine Power Company	X	
FairPoint New England	X	

Temporary utility adjustments are **not** anticipated as part of this project.

The respective utility company will make all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

Northeast Quadrant (Vacant Lot, Two Large Hardwood Trees)

No utility adjustment or relocation is anticipated within this quadrant as no flashing signal beacon system work is planned and no utilities are located within this quadrant.

Southeast Quadrant (Garage)

The contractor will install a new wood pole, cabinet and sidewalk type anchor for the new flashing beacon system. No utility adjustment or relocation is anticipated to accommodate the new flashing beacon signal system within this quadrant. The power for the flashing beacon will come from the new signal pole – **not** from the existing pole (CTel 1/45J) located in the northwest quadrant.

Special Provisions – Utilities

Sidney

PIN 11523.00

June 7, 2004

Page 3

Southwest Quadrant (2 ½ Story House)

No utility adjustment or relocation is anticipated within this quadrant as no signal work is planned within this quadrant. A new mid span power attachment to be located in this quadrant will be the power source for the new MDOT flashing beacon system. The power from the mid span attachment will attach to the proposed pole for the new flashing beacon and will then proceed to the flashing beacon.

Northwest Quadrant (CTel 1/45J; 1 ½ Story House)

Adelphia will lower their conductor 2 feet. The contractor will attach the flashing beacon span wire one foot below the Adelphia conductor.

UTILITY COMPANY CONTACTS

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860 or paged at 750-3802.

Adelphia Communications Corp.

The contact for issues regarding Adelphia Communications Corp. is Dennis Wight and he may be reached at (207) 623-3685.

FairPoint New England

The contact for issues regarding FairPoint New England is Russ Lovejoy and he may be reached at (207) 642-7219.

PROPOSED MDOT SIGNAL POLE & GUY LOCATIONS

Location	Comments
Northwest Quadrant	Guy to be installed on existing pole by MDOT Contractor
Southeast Quadrant	Pole and sidewalk type guy to be installed by MDOT Contractor

UNDERGROUND

General Information

- 1) No underground utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.

Special Provisions – Utilities

Sidney

PIN 11523.00

June 7, 2004

Page 3

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Town: **Poland**
Project: **STP-A074(000)X;**
PIN: **10740.00**
Location: **Intersection of Route 11 &
Mequire Hill Road**

SPECIAL PROVISION
SECTION 104
Utilities

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications **is not** required as no underground or aerial utility adjustment or relocation is required.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work to be undertaken in conjunction with this project. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Adelphia Communications Corporation	X	
Central Maine Power Company	X	
Fairpoint New England Telephone Company	X	X

Temporary utility adjustments are **not** anticipated as part of this project.

Though none expected, the respective utility company will make all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

General Information

- 1) No aerial utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.

Northerly Quadrant (pole 6, 53, MT)

- 1) The beacon span wire for the flashing beacon will be attached one foot above the existing cable TV conductor on pole 6, 53, MT.
- 2) No power will be attached to pole 6, 53, MT.

AERIAL - continued

Easterly Quadrant (pole CMP 501, 3, 96, MT Co.)

- 1) No Utility upgrade, relocation or adjustment is anticipated within this quadrant.

Southerly Quadrant (no existing utility poles within the quadrant)

- 1) The contractor will install a 35 foot utility pole with a sidewalk type anchor in order to avoid the existing highway drainage ditch.
- 2) Power for the flashing beacon will be connected from the new utility pole.

Westerly Quadrant (pole CMP ½, 63, 1, MT)

- 1) Central Maine Power Company will replace the existing utility pole and anchor within the easterly quadrant prior to the flashing beacon work. The contractor will notify Central Maine Power Company if the original pole has not been replaced prior to the beacon work beginning.
- 2) The power for the beacon system will originate in the easterly quadrant (pole ½, 63, 1, MT) and proceed to the newly installed signal pole in the southerly quadrant then to the flashing beacon.

UNDERGROUND

No surface or underground utility work is anticipated within the limits of the proposed project.

UTILITY CONTACTS

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860 or paged at 750-3802.

Adelphia Communications Corp.

The contact for issues regarding Adelphia Communications Corp. is Forest Peters and he may be reached at (207) 783-1941.

Fairpoint New England Telephone Company

The contact for issues regarding Maine Telephone Company is Clelie Welch and she may be reached at (207) 642-7313.

Special Provisions – Utilities

Poland

PIN 10740.00

August 16, 2004

Page 3

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Town: **Burnham**
Project: **STP-1117(600)X;**
PIN: **11176.00**
Location: **Intersection of Route 140 &
Route 108**

SPECIAL PROVISION
SECTION 104
Utilities

MEETING

A Pre-construction Utility Conference, as defined in Subsection 104.4.6 of the Standard Specifications is **not** required as no underground or aerial utility.

GENERAL INFORMATION

These Special Provisions outline the arrangements that have been made on behalf of the Maine Department of Transportation (MDOT) for coordination of utility work to be undertaken in conjunction with this project. The following list identifies all known utilities with facilities presently located within the limits of this project.

Utility	Aerial	Underground
Central Maine Power Company	X	
Unitel	X	

Temporary utility adjustments are **not** anticipated as part of this project.

Though none expected, the respective utility company will accomplish all utility adjustments.

Utility company working days are Monday through Friday, conditions permitting.

AERIAL

General Information

- 1) No aerial utility adjustments or conflicts are anticipated to accommodate the new flashing traffic signal beacon system.
- 2) For ease of grounds maintenance, sidewalk type anchors will be installed for each of the new flashing beacon anchors.

Central Maine Power Company

The contact for issues regarding Central Maine Power Co. is Dennis Chadbourne and he may be reached at (207) 828-2860 or paged at 750-3802.

Unitel, Inc.

The contact for issues regarding Unitel, Inc. is Harold Shaw and he may be reached at (207) 948-3939.

Special Provisions – Utilities

Burnham

PIN 11176.00

May 12, 2004

Page 2

Northeast Quadrant

The proposed flashing beacon span wire will be attached two feet above the existing Unitel conductor. Attaching the flashing beacon span wire two feet above Unitel, Inc. will allow space for the possible future installation of a cable television conductor.

A new anchor for the flashing beacon system will be attached to the existing utility pole in this quadrant.

Southeast Quadrant

No signal work anticipated in this quadrant.

Southwest Quadrant

No utility adjustments are anticipated in this quadrant, as no utilities are currently located in this quadrant.

A new flashing beacon pole and anchor will be installed in this quadrant. The new flashing beacon pole will be of sufficient height to accommodate the attachment of the power source to the top of the beacon pole and the attachment of the beacon span wire below the power source.

The power source for the beacon system will originate either from the pole in the northeast quadrant to the top of the new beacon pole or from the service pole (CMP01S) located on the westerly side of the Horseback Road southerly of the intersection.

Northwest Quadrant

No signal work anticipated in this quadrant.

UNDERGROUND

General Information

- 1) No underground utilities are anticipated within the limits of the proposed project.

Signing

Any utility company working within the construction limits of this project shall ensure that the traveling public is adequately protected at all times. All work areas shall be signed, lighted and flaggers employed as field conditions determine. All traffic controls shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, as issued by the Federal Highway Administration.

Special Provisions – Utilities

Burnham

PIN 11176.00

May 12, 2004

Page 3

Blasting

In addition to any other notice that may be required, the Contractor shall notify an authorized representative of each utility company having facilities close to the work site no later than **24 hours** before the blast. The notice shall state the approximate time of the blast.

Dig Safe

The Contractor shall be responsible for determining the presence of underground utility facilities prior to commencing any excavation work and shall notify utilities of proposed excavation in accordance with M.R.S.A. Title § 3360-A, Maine “Dig Safe” System.

THE CONTRACTOR SHALL PLAN AND CONDUCT THE WORK ACCORDINGLY.

/dpb

Litchfield – Monmouth – Poland – Sidney - Burnham

10740.00 – 11523.00 – 11176.00

October 7, 2004

SPECIAL PROVISION

SECTION 107

TIME

The specified contract completion date is April 1, 2005.

SPECIAL PROVISION
(Consolidated Special Provisions)

SPECIAL PROVISION SECTION 101
CONTRACT INTERPRETATION

101.2 Definitions - Closeout Documentation

Replace the sentence “A letter stating the amount..... DBE goals.” with “DBE Goal Attainment Verification Form”

SPECIAL PROVISION SECTION 102
DELIVERY OF BIDS
(Location and Time)

102.7.1 Location and Time Add the following sentence “As a minimum, the Bidder will submit a Bid Package consisting of the Notice to Contractors, the completed Acknowledgement of Bid Amendments & Submission of Bid Bond Validation Number form, the completed Schedule of Items, 2 copies of the completed Agreement, Offer, & Award form, a Bid Bond or Bid Guarantee, and any other Certifications or Bid Requirements listed in the Bid Book.”

SPECIAL PROVISION SECTION 103
AWARD AND CONTRACTING

103.3.1 Notice and Information Gathering Change the first paragraph to read as follows: “After Bid Opening and as a condition for Award of a Contract, the Department may require an Apparent Successful Bidder to demonstrate to the Department’s satisfaction that the Bidder is responsible and qualified to perform the Work.”

SPECIAL PROVISION SECTION 104
GENERAL RIGHTS AND RESPONSIBILITIES

Delete the entire Section 104.5.9 and replace with the following:

104.5.9 Landscape Subcontractors The Contractor shall retain only Landscape Subcontractors that are certified by the Department’s Environmental Office Landscape Unit.

SPECIAL PROVISION SECTION 105 GENERAL SCOPE OF WORK

Delete the entire Section 105.6 and replace with the following:

105.6.1 Department Provided Services The Department will provide the Contractor with the description and coordinates of vertical and horizontal control points, set by the Department, within the Project Limits, for full construction Projects and other Projects where survey control is necessary. For Projects of 1,500 feet in length, or less: The Department will provide three points. For Projects between 1,500 and 5,000 feet in length: The Department will provide one set of two points at each end of the Project. For Projects in excess of 5,000 feet in length, the Department will provide one set of two points at each end of the Project, plus one additional set of two points for each mile of Project length. For non-full construction Projects and other Projects where survey control is not necessary, the Department will not set any control points and, therefore, will not provide description and coordinates of any control points. Upon request of the Contractor, the Department will provide the Department's survey data management software and Survey Manual to the Contractor, or its survey Subcontractor, for the exclusive use on the Department's Projects.

105.6.2 Contractor Provided Services Utilizing the survey information and points provided by the Department, described in Subsection 105.6.1, Department Provided Services, the Contractor shall provide all additional survey layout necessary to complete the Work. This may include, but not be limited to, reestablishing all points provided by the Department, establishing additional control points, running axis lines, providing layout and maintenance of all other lines, grades, or points, and survey quality control to ensure conformance with the Contract. The Contractor is also responsible for providing construction centerline, or close reference points, for all Utility Facilities relocations and adjustments as necessary to complete the Work. When the Work is to connect with existing Structures, the Contractor shall verify all dimensions before proceeding with the Work. The Contractor shall employ or retain competent engineering and/or surveying personnel to fulfill these responsibilities.

The Contractor must notify the Department of any errors or inconsistencies regarding the data and layout provided by the Department as provided by Section 104.3.3 - Duty to Notify Department If Ambiguities Discovered.

105.6.2.1 Survey Quality Control The Contractor is responsible for all construction survey quality control. Construction survey quality control is generally defined as, first, performing initial field survey layout of the Work and, second, performing an independent check of the initial layout using independent survey data to assure the accuracy of the initial layout; additional iterations of checks may be required if significant discrepancies are discovered in this process. Construction survey layout quality control also requires written documentation of the layout

process such that the process can be followed and repeated, if necessary, by an independent survey crew.

105.6.3 Survey Quality Assurance It is the Department's prerogative to perform construction survey quality assurance. Construction survey quality assurance may, or may not, be performed by the Department. Construction survey quality assurance is generally defined as an independent check of the construction survey quality control. The construction survey quality assurance process may involve physically checking the Contractor's construction survey layout using independent survey data, or may simply involve reviewing the construction survey quality control written documentation. If the Department elects to physically check the Contractor's survey layout, the Contractor's designated surveyor may be required to be present. The Department will provide a minimum notice of 48 hours to the Contractor, whenever possible, if the Contractor's designated surveyor's presence is required. Any errors discovered through the quality assurance process shall be corrected by the Contractor, at no additional cost to the Department.

105.6.4 Boundary Markers The Contractor shall preserve and protect from damage all monuments or other points that mark the boundaries of the Right-of-Way or abutting parcels that are outside the area that must be disturbed to perform the Work. The Contractor indemnifies and holds harmless the Department from all claims to reestablish the former location of all such monuments or points including claims arising from 14 MRSA § 7554-A. For a related provision, see Section 104.3.11 - Responsibility for Property of Others.

SPECIAL PROVISION SECTION 106 QUALITY

106.6 Acceptance Add the following to paragraph 1 of A: "This includes Sections 401 - Hot Mix Asphalt, 402 - Pavement Smoothness, and 502 - Structural Concrete - Method A - Air Content."

Add the following to the beginning of paragraph 3 of A: "For pay factors based on Quality Level Analysis, and"

SPECIAL PROVISION SECTION 107 TIME

107.3.1 General Add the following: "If a Holiday occurs on a Sunday, the following Monday shall be considered a Holiday. Sunday or Holiday work must be approved by the Department, except that the Contractor may work on Martin Luther King Day, President's Day, Patriot's Day, the Friday after Thanksgiving, and Columbus Day without the Department's approval."

107.7.2 Schedule of Liquidated Damages Replace the table of Liquidated Damages with the following:

From More Than	Up to and Including	Amount of Liquidated Damages per Calendar Day
\$0	\$100,000	\$100
\$100,000	\$300,000	\$200
\$300,000	\$500,000	\$400
\$500,000	\$1,000,000	\$575
\$1,000,000	\$2,000,000	\$750
\$2,000,000	\$4,000,000	\$900
\$4,000,000	and more	\$1,875

SPECIAL PROVISION SECTION 108 PAYMENT

108.4 Payment for Materials Obtained and Stored First paragraph, second sentence, delete the words "...Delivered on or near the Work site at acceptable storage places."

SPECIAL PROVISION SECTION 109 CHANGES

109.1.1 Changes Permitted Add the following to the end of the paragraph: "There will be no adjustment to Contract Time due to an increase or decrease in quantities, compared to those estimated, except as addressed through Contract Modification(s)."

109.1.2 Substantial Changes to Major Items Add the following to the end of the paragraph: "Contract Time adjustments may be made for substantial changes to Major Items when the change affects the Critical Path, as determined by the Department"

109.4.4 Investigation / Adjustment In the third sentence, delete the words "subsections (A) - (E)"

109.5.1 Definitions - Types of Delays

B. Compensable Delay Replace (1) with the following; "a weather related Uncontrollable Event of such an unusually severe nature that a Federal Emergency Disaster is declared. The Contractor will only be entitled to an Equitable Adjustment if the Project falls within the geographic boundaries prescribed under the disaster declaration."

109.7.2 Basis of Payment Replace with the following: "Equitable Adjustments will be established by mutual Agreement for compensable items listed in Section 109.7.3-

Compensable Items, based upon Unit or Lump Sum Prices. If Agreement cannot be reached, the Contractor shall accept payment on a Force Account basis as provided in Section 109.7.5 - Force Account Work, as full and complete compensation for all Work relating to the Equitable Adjustment.”

109.7.3 Compensable Items Replace with the following: “The Contractor is entitled to compensation for the following items, with respect to agreed upon Unit or Lump Sum Prices:

1. Labor expenses for non-salaried Workers and salaried foremen.
2. Costs for Materials.
3. A markup on the totals of Items 1 and 2 of this subsection 109.7.3 for home office overhead and profit of the Contractor, its Subcontractors and suppliers, and any lower tier Subcontractors or suppliers, with no mark-ups on mark-ups.
4. Cost for Equipment, based on Blue Book Rates or leased rates, as set forth in Section 109.7.5(C), or the Contractor’s Actual Costs.
5. Costs for extended job-site overhead.
6. Time.
7. Subcontractor quoted Work, as set forth below in Section 109.7.5 (F).”

109.7.5 Force Account Work

C. Equipment

Paragraph 2, delete sentence 1 which starts; “Equipment leased...”

Paragraph 6, change sentence 2 from “The Contractor may furnish...” to read “If requested by the Department, the Contractor will produce cost data to assist the Department in the establishment of such rental rate, including all records that are relevant to the Actual Costs including rental Receipts, acquisition costs, financing documents, lease Agreements, and maintenance and operational cost records.”

Add the following paragraph; “Equipment leased by the Contractor for Force Account Work and actually used on the Project will be paid for at the actual invoice amount plus 10% markup for administrative costs.”

Add the following section;

“F. Subcontractor Quoted Work When accomplishing Force Account Work that utilizes Subcontractor quoted Work, the Contractor will be allowed a maximum markup of 5% for profit and overhead.”

SPECIAL PROVISION SECTION 110 INDEMNIFICATION, BONDING, AND INSURANCE

Delete the entire Section 110.2.3 and replace with the following:

110.2.3 Bonding for Landscape Establishment Period The Contractor shall provide a signed, valid, and enforceable Performance, Warranty, or Maintenance Bond complying with the Contract, to the Department at Final Acceptance.

The bond shall be in the full amount for all Pay Items for work pursuant to Sec 621, Landscape, payable to the “Treasurer - State of Maine,” and on the Department’s forms, on exact copies thereof, or on forms that do not contain any significant variations from the Department’s forms as solely determined by the Department.

The Contractor shall pay all premiums and take all other actions necessary to keep said bond in effect for the duration of the Landscape Establishment Period described in Special Provision 621.0036 - Establishment Period. If the Surety becomes financially insolvent, ceases to be licensed or approved to do business in the State of Maine, or stops operating in the United States, the Contractor shall file new bonds complying with this Section within 10 Days of the date the Contractor is notified or becomes aware of such change.

All Bonds shall be procured from a company organized and operating in the United States, licensed or approved to do business in the State of Maine by the State of Maine Department of Business Regulation, Bureau of Insurance, and listed on the latest Federal Department of the Treasury listing for “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies.”

By issuing a bond, the Surety agrees to be bound by all terms of the Contract, including those related to payment, time for performance, quality, warranties, and the Department’s self-help remedy provided in Section 112.1 - Default to the same extent as if all terms of the Contract are contained in the bond(s).

Regarding claims related to any obligations covered by the bond, the Surety shall provide, within 60 Days of Receipt of written notice thereof, full payment of the entire claim or written notice of all bases upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the 60-day period constitutes the Surety’s waiver of any right to

deny or contest payment and the Surety's acknowledgment that the claim is valid and undisputed.

SPECIAL PROVISION SECTION 401 HOT MIX ASPHALT PAVEMENT

401.18 Quality Control Method A & B Make the following change to paragraph a. QCP Administrator; in the final sentence, change "...certified as a Plant Technician or Paving Inspector..." to "...certified as a Quality Assurance Technologist..."

401.201 Method A Under a. Lot Size, add the following; 'Each lot will be divided into a minimum of four sublots for mix properties and five sublots for percent TMD.'

SPECIAL PROVISION SECTION 402 PAVEMENT SMOOTHNESS

Add the following: "Projects to have their pavement smoothness analyzed in accordance with this Specification will be so noted in Special Provision 403 - Bituminous Box."

"402.02 Lot Size Lot size for smoothness will be 1000 lane-meters [3000 lane-feet]. A subplot will consist of 20 lane-meters [50 lane-feet]. Partial lots will be included in the previous lot if less than one-half the size of a normal lot. If greater than one-half the normal lot size, it will be tested as a separate lot."

SPECIAL PROVISION SECTION 502 STRUCTURAL CONCRETE

502.05 Composition and Proportioning; TABLE #1; NOTE #2; third sentence; Change "...alcohol based saline sealer..." to "alcohol based silane sealer..."

502.0502 Quality Assurance Method A - Rejection by Resident Change the first sentence to read: "For an individual subplot with test results failing to meet the criteria in Table #1, or if the calculated pay factor for Air Content is less than 0.80....."

502.0503 Quality Assurance Method B - Rejection by Resident Change the first sentence to read: "For material represented by a verification test with test results failing to meet the criteria in Table #1, the Department will....."

502.0505 Resolution of Disputed Acceptance Test Results Combine the second and third sentence to read: "Circumstances may arise, however, where the Department may"

502.10 Forms and False work

D. Removal of Forms and False work 1., First paragraph; first, second, and third sentence; replace “forms” with “forms and false work”

502.11 Placing Concrete

G. Concrete Wearing Surface and Structural Slabs on Precast Superstructures Last paragraph; third sentence; replace “The temperature of the concrete shall not exceed 24° C [75° F] at the time of placement.” with “The temperature of the concrete shall not exceed 24° C [75° F] at the time the concrete is placed in its final position.”

502.15 Curing Concrete First paragraph; replace the first sentence with the following; “All concrete surfaces shall be kept wet with clean, fresh water for a curing period of at least 7 days after concrete placing, with the exception of vertical surfaces as provided for in Section 501.10 (D) - Removal of Forms and False work.”

Second paragraph; delete the first two sentences.

Third paragraph; delete the entire paragraph which starts “When the ambient temperature...”

Fourth paragraph; delete “approved” to now read “...continuously wet for the entire curing period...”

Fifth paragraph; second sentence; change “...as soon as it is possible to do so without damaging the concrete surface.” to “...as soon as possible.”

Seventh paragraph; first sentence; change “...until the end of the curing period.” to “...until the end of the curing period, except as provided for in Section 502.10(D) - Removal of Forms and False work.”

SPECIAL PROVISION SECTION 503
REINFORCING STEEL

503.06 Placing and Fastening Change the second paragraph, first sentence from: “All tack welding shall be done in accordance with Section 504, Structural Steel.” to “All tack welding shall be done in accordance with AWS D1.4 Structural Welding Code - Reinforcing Steel.”

SPECIAL PROVISION SECTION 504
STRUCTURAL STEEL

504.18 Plates for Fabricated Members Change the second paragraph, first sentence from: "...ASTM A 898/A 898 M..." to "...ASTM A 898/A 898 M or ASTM A 435/A 435 M as applicable and..."

SPECIAL PROVISION SECTION 535
PRECAST, PRESTRESSED CONCRETE SUPERSTRUCTURE

535.02 Materials Change "Steel Strand for Concrete Reinforcement" to "Steel Strand." Add the following to the beginning of the third paragraph; "Concrete shall be Class P conforming to the requirements in this section. 28 day compressive strength shall be as stated on the plans. Coarse aggregate...."

535.26 Lateral Post-Tensioning Replace the first paragraph; "A final tension..." with "Overstressing strands for setting losses cannot be accomplished for chuck to chuck lengths of 7.6 m [25 ft] and less. In such instances, refer to the Plans for all materials and methods. Otherwise, post-tensioning shall be in accordance with PCI standards and shall provide the anchorage force noted in the Plans. The applied jacking force shall be no less than 100% of the design jacking force."

SPECIAL PROVISION SECTION 603
PIPE CULVERTS AND STORM DRAINS

603.0311 Corrugated Polyethylene Pipe for Option III Replace the Minimum Mandrel Diameter Table with the following:

Nominal Size US Customary (in)	Minimum Mandrel Diameter (in)	Nominal Size Metric (mm)	Minimum Mandrel Diameter (mm)
12	11.23	300	280.73
15	14.04	375	350.91
18	16.84	450	421.09
24	22.46	600	561.45
30	28.07	750	701.81
36	33.69	900	842.18
42	39.30	1050	982.54
48	44.92	1200	1122.90

* Formulas for L are as follows:

For speed limits of 40 mph (60 km/h) or less:

$$L = \frac{WS^2}{60} \quad (L = \frac{WS^2}{155})$$

For speed limits of 45 mph (70 km/h) or greater:

$$L = WS \quad (L = \frac{WS}{1.6})$$

* Formulas for L are as follows:

A minimum of 5 channelization devices shall be used in the taper.

TYPE OF TAPER	TAPER LENGTH (L)*
Merging Taper	at least L
Shifting Taper	at least 0.5L
Shoulder Taper	at least 0.33L
One-Lane, Two-Way Traffic Taper	100 ft (30 m) maximum
Downstream Taper	100 ft (30 m) per lane

CHANNELIZATION DEVICE SPACING

The spacing of channelization devices shall not exceed a distance equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet of 2.0 times the speed limit in mph when used for tangent channelization.

GENERAL NOTES;

1. Final placement of signs and devices may be changed to fit field conditions as approved by the Resident.

SIGN SPACING TABLE			
Road Type	Distance Between Signs**		
	A	B	C
Urban 30 mph (50 km/h) or less	100 (30)	100 (30)	100 (30)
Urban 35 mph (55 km/h) and greater	350 (100)	350 (100)	350 (100)
Rural	500 (150)	500 (150)	500 (150)
Expressway / Urban Parkway	2,640 (800)	1,500 (450)	1000 (300)

**Distances are shown in feet (meters).

SUGGESTED BUFFER ZONE LENGTHS

Speed (mph)	Length (feet)	Speed (mph)	Length (feet)
20	115	40	325
25	155	45	360
30	200	50	425
35	250	55	495

SPECIAL PROVISION SECTION 604
MANHOLES, INLETS, AND CATCH BASINS

604.02 Materials Add the following:

“Tops and Traps	712.07
Corrugated Metal Units	712.08
Catch Basin and Manhole Steps	712.09”

SPECIAL PROVISION SECTION 605
UNDERDRAINS

605.05 Underdrain Outlets Make the following change:

In the first paragraph, second sentence, delete the words “metal pipe”.

SPECIAL PROVISION SECTION 606
GUARDRAIL

606.02 Materials Delete the entire paragraph which reads “The sole patented supplier of multiple mailbox...” and replace with “Acceptable multiple mailbox assemblies shall be listed on the Department’s Approved Products List and shall be NCHRP 350 tested and approved.”

Delete the entire paragraph which reads “Retroreflective beam guardrail delineators...” and replace with “Reflectorized sheeting for Guardrail Delineators shall meet the requirements of Section 719.01 - Reflective Sheeting. Delineators shall be fabricated from high-impact, ultraviolet and weather resistant thermoplastic.

606.09 Basis of Payment First paragraph; delete the second and third sentence in their entirety and replace with “Butterfly-type guardrail reflectorized delineators shall be mounted on all W-beam guardrail at an interval of every 10 posts [62.5 ft] on tangents sections and every 5 posts [31.25 ft] on curved sections as directed by the Resident. On divided highways, the delineators shall be yellow on the left hand side and silver/white on the right hand side. On two-way roadways, the delineators shall be silver/white on the right hand side. All delineators shall have retroreflective sheeting applied to only the traffic facing side. Reflectorized guardrail delineators will not be paid for directly, but will be considered incidental to the guardrail items.”

SPECIAL PROVISION SECTION 615
LOAM

615.02 Materials Make the following change:

Organic Content

Percent by Volume

Humus

“5% - 10%”, as determined by Ignition Test

SPECIAL PROVISION SECTION 618
SEEDING

618.01 Description Change the first sentence to read as follows: “This work shall consist of furnishing and applying seed” Also remove “,and cellulose fiber mulch” from 618.01(a).

618.03 Rates of Application In 618.03(a), remove the last sentence and replace with the following: “These rates shall apply to Seeding Method 2, 3, and Crown Vetch.”

In 618.03(c) “1.8 kg [4 lb]/unit.” to “1.95 kg [4 lb]/unit.”

618.09 Construction Method In 618.09(a) 1, sentence two, replace “100 mm [4 in]” with “25 mm [1 in] (Method 1 areas) and 50 mm [2 in] (Method 2 areas)”

618.15 Temporary Seeding Change the Pay Unit from Unit to Kg [lb].

SPECIAL PROVISION SECTION 620
GEOTEXTILES

620.03 Placement Section (c)

Title: Replace “Non-woven” in title with “Erosion Control”.

First Paragraph: Replace first word “Non-woven” with “Woven monofilament”.

Second Paragraph: Replace second word “Non-woven” with “Erosion Control”.

620.07 Shipment, Storage, Protection and Repair of Fabric Section (a)

Replace the third sentence with the following: “Damaged geotextiles, as identified by the Resident, shall be repaired immediately.”

620.09 Basis of Payment

Pay Item 620.58: Replace “Non-woven” with “Erosion Control”

Pay Item 620.59: Replace “Non-woven” with “Erosion Control”

SPECIAL PROVISION SECTION 621
LANDSCAPING

621.0036 Establishment Period In paragraph 4 and 5, change “time of Final Acceptance” to “end of the period of establishment”. In Paragraph 7, change “Final Acceptance date” to “end

of the period of establishment” and change “date of Final Acceptance” to “end of the period of establishment”.

SPECIAL PROVISION SECTION 626 HIGHWAY SIGNING

626.034 Concrete Foundations Add to the following to the end of the second paragraph: “Pre-cast and cast-in-place foundations shall be warranted against leaning and corrosion for two years after the project is completed. If the lean is greater than 2 degrees from normal or the foundation is spalling within the first two years, the Contractor shall replace the foundation at no extra cost.”

SPECIAL PROVISION SECTION 637 DUST CONTROL

637.06 Basis of Payment Add the following after the second sentence of the third paragraph: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 637 and/or the Contractor’s own Soil Erosion and Pollution Control Plan concerning Dust Control and/or the Contractor’s own Traffic Control Plan concerning Dust Control and/or visible evidence of excessive dust problems, as determined by the Resident, will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item. Additional penalties may also be assessed in accordance with Special Provision 652 - Work Zone Traffic Control and Standard Specification 656 - Temporary Soil Erosion and Water Pollution Control.”

SPECIAL PROVISION SECTION 639 ENGINEERING FACILITIES

639.04 Field Offices Change the forth to last paragraph from: “The Contractor shall provide a fully functional desktop copier...” to “....desktop copier/scanner...”

SPECIAL PROVISION SECTION 652 MAINTENANCE OF TRAFFIC

652.3.5 Installation of Traffic Control Devices In the first paragraph, first sentence; change “Signs shall be erected...” to “Portable signs shall be erected...” In the third sentence; change

“Signs must be erected so that the sign face...” to “Post-mounted signs must also be erected so that the sign face...”

652.8.2 Other Items Replace the last paragraph with the following: “There will be no payment made under any 652 pay items after the expiration of the adjusted total contract time.”

SPECIAL PROVISION SECTION 653 POLYSTYRENE PLASTIC INSULATION

653.05 Placing Backfill In the second sentence; change “...shall be not less than 150 mm [6 in] loose measure.” to “...shall be not less than 250 mm [10 in] loose measure.” In the third sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”

653.06 Compaction In the last sentence; change “...crawler type bulldozer of not more than 390 kg/m² [80 lb/ft²] ground contact pressure...” to “...crawler type bulldozer of not more than 4875 kg/m² [2000 lb/ft²] ground contact pressure...”it].”

SPECIAL PROVISION SECTION 656 TEMPORARY SOIL EROSION AND WATER POLLUTION CONTROL

656.5.1 If Pay Item 656.75 Provided Replace the second paragraph with the following: “Failure by the Contractor to follow Standard Specification or Special Provision - Section 656 and/or the Contractor’s own Soil Erosion and Pollution Control Plan will result in a reduction in payment, computed by reducing the Lump Sum Total by 5% per occurrence per day. The Department’s Resident or any other representative of the Department reserves the right to suspend the work at any time and request a meeting to discuss violations and remedies. The Department shall not be held responsible for any delay in the work due to any suspension under this item.”

SPECIAL PROVISION SECTION 703 AGGREGATES

703.06 Aggregate for Base and Subbase Delete the first paragraph: “The material shall have...” and replace with “The material shall have a minimum degradation value of 15 as determined by Washington State DOT Test Method T113, Method of Test for Determination of Degradation Value (March 2002 version), except that the reported degradation value will be the result of testing a single specimen from that portion of a sample that passes the 12.5 mm [½ in] sieve and is retained on the 2.00 mm [No. 10] sieve, minus any reclaimed asphalt pavement used.”

703.07 Aggregates for HMA Pavements Delete the forth paragraph: “The composite blend shall have...” and replace with “The composite blend, minus any reclaimed asphalt pavement used, shall have a Micro-Deval value of 18.0 or less as determined by AASHTO TP 58. In the event the material exceeds the Micro Deval limit, a Washington Degradation test shall be performed. The material shall be acceptable if it has a value of 30 or more as determined by Washington State DOT Test Method T 113, Method of Test for Determination of Degradation Value (March 2002 version) except that the reported degradation value will be the result of testing a single composite specimen from that portion of the sample that passes the 12.5mm [1/2 inch] sieve and is retained on the 2.00mm [No 10] sieve, minus any reclaimed asphalt pavement used.”

703.22 Underdrain Backfill Material Change the first paragraph from “...for Underdrain Type B...” to “...for Underdrain Type B and C...”

SPECIAL PROVISION SECTION 706 NON-METALLIC PIPE

706.06 Corrugated Polyethylene Pipe for Underdrain, Option I and Option III Culvert Pipe Change the first sentence from “...300 mm diameters to 900 mm” to “...300 mm diameters to 1200 mm” Delete, in it’s entirety, the last sentence which begins “This pipe and resins...” and replace with the following; “The manufacturing plants of polyethylene pipe shall be certified by the Eastern States Consortium. Polyethylene pipe shall be accepted based on third party certification by the AASHTO’s National Transportation Product Evaluation Program.”

SPECIAL PROVISION SECTION 709 REINFORCING STEEL AND WELDED STEEL WIRE FABIC

709.03 Steel Strand Change the second paragraph from “...shall be 12mm [1/2 inch] AASHTO M203M/M203 (ASTM A416/A416M)...” to “...shall be 15.24 mm [0.600 inch] diameter AASHTO M203 (ASTM A416)...”

SPECIAL PROVISION SECTION 712 MISCELLANEOUS HIGHWAY MATERIALS

Add the following:

“712.07 Tops, and Traps These metal units shall conform to the plan dimensions and to the following specification requirements for the designated materials.

Gray iron castings shall conform to the requirements of AASHTO M105, Class 30, unless otherwise designated.

Carbon steel castings shall conform to the requirements of AASHTO M103/M103M. Grade shall be 450-240 [65-35] unless otherwise designated.

Structural steel shall conform to the requirements of AASHTO M183/M183M or ASTM A283/A283M, Grade B or better. Galvanizing, where specified for these units, shall conform to the requirements of AASHTO M111.

712.08 Corrugated Metal Units The units shall conform to plan dimensions and the metal to AASHTO M36/M36M. Bituminous coating, when specified, shall conform to AASHTO M190 Type A.

712.09 Catch Basin and Manhole Steps Steps for catch basins and for manholes shall conform to ASTM C478M [ASTM C478], Section 13 for either of the following material:

- (a) Aluminum steps-ASTM B221M, [ASTM B211] Alloy 6061-T6 or 6005-T5.
- (b) Reinforced plastic steps Steel reinforcing bar with injection molded plastic coating copolymer polypropylene. Polypropylene shall conform to ASTM D 4101.

712.23 Flashing Lights Flashing Lights shall be power operated or battery operated as specified.

- (a) Power operated flashing lights shall consist of housing, adapters, lamps, sockets, reflectors, lens, hoods and other necessary equipment designed to give clearly visible signal indications within an angle of at least 45 degrees and from 3 to 90 m [10 to 300 ft] under all light and atmospheric conditions.

Two circuit flasher controllers with a two-circuit filter capable of providing alternate flashing operations at the rate of not less than 50 nor more than 60 flashes per minute shall be provided.

The lamps shall be 650 lumens, 120 volt traffic signal lamps with sockets constructed to properly focus and hold the lamp firmly in position.

The housing shall have a rotatable sun visor not less than 175 mm [7 in] in length designed to shield the lens.

Reflectors shall be of such design that light from a properly focused lamp will reflect the light rays parallel. Reflectors shall have a maximum diameter at the point of contact with the lens of approximately 200 mm [8 in].

The lens shall consist of a round one-piece convex amber material which, when mounted, shall have a visible diameter of approximately 200 mm [8 in]. They shall distribute light

and not diffuse it. The distribution of the light shall be asymmetrical in a downward direction. The light distribution of the lens shall not be uniform, but shall consist of a small high intensity portion with narrow distribution for long distance throw and a larger low intensity portion with wide distribution for short distance throw. Lenses shall be marked to indicate the top and bottom of the lens.

(b) Battery operated flashing lights shall be self-illuminated by an electric lamp behind the lens. These lights shall also be externally illuminated by reflex-reflective elements built into the lens to enable it to be seen by reflex-reflection of the light from the headlights of oncoming traffic. The batteries must be entirely enclosed in a case. A locking device must secure the case. The light shall have a flash rate of not less than 50 nor more than 60 flashes per minute from minus 30 °C [minus 20 °F] to plus 65 °C [plus 150 °F]. The light shall have an on time of not less than 10 percent of the flash cycle. The light beam projected upon a surface perpendicular to the axis of the light beam shall produce a lighted rectangular projection whose minimum horizontal dimension shall be 5 degrees each side of the horizontal axis. The effective intensity shall not have an initial value greater than 15.0 candelas or drop below 4.0 candelas during the first 336 hours of continuous flashing. The illuminated lens shall appear to be uniformly bright over its entire illuminated surface when viewed from any point within an angle of 9 degrees each side of the vertical axis and 5 degrees each side of the horizontal axis. The lens shall not be less than 175 mm [7 in] in diameter including a reflex-reflector ring of 13 mm [½ in] minimum width around the periphery. The lens shall be yellow in color and have a minimum relative luminous transmittance of 0.440 with a luminance of 2854° Kelvin. The lens shall be one-piece construction. The lens material shall be plastic and meet the luminous transmission requirements of this specification. The case containing the batteries and circuitry shall be constructed of a material capable of withstanding abuse equal to or greater than 1.21 mm thick steel [No. 18 U.S. Standard Gage Steel]. The housing and the lens frame, if of metal shall be properly cleaned, degreased and pretreated to promote adhesion. It shall be given one or more coats of enamel which, when dry shall completely obscure the metal. The enamel coating shall be of such quality that when the coated case is struck a light blow with a sharp tool, the paint will not chip or crack and if scratched with a knife will not powder. The case shall be so constructed and closed as to exclude moisture that would affect the proper operation of light. The case shall have a weep hole to allow the escape of moisture from condensation. Photoelectric controls, if provided, shall keep the light operating whenever the ambient light falls below 215 lx [20 foot candles]. Each light shall be plainly marked as to the manufacturer's name and model number.

If required by the Resident, certification as to conformance to these specifications shall be furnished based on results of tests made by an independent testing laboratory. All lights are subject to random inspection and testing. All necessary random samples shall be

provided to the Resident upon request without cost to the Department. All such samples shall be returned to the Contractor upon completion of the tests.

712.32 Copper Tubing Copper tubing and fittings shall conform to the requirements of ASTM B88M Type A [ASTM B88, Type K] or better.

712.33 Non-metallic Pipe, Flexible Non-metallic pipe and pipe fittings shall be acceptable flexible pipe manufactured from virgin polyethylene polymer suitable for transmitting liquids intended for human or animal consumption.

712.34 Non-metallic Pipe, Rigid Non-metallic pipe shall be Schedule 40 polyvinylchloride (PVC) that meets the requirement of ASTM D1785. Fittings shall be of the same material.

712.341 Metallic Pipe Metallic pipe shall be ANSI, Standard B36.10, Schedule 40 steel pipe conforming to the requirements of ASTM A53 Types E or S, Grade B. End plates shall be steel conforming to ASTM A36/A36M.

Both the sleeve and end plates shall be hot dip galvanized. Pipe sleeve splices shall be welded splices with full penetration weld before galvanizing.

712.35 Epoxy Resin Epoxy resin for grouting or sealing shall consist of a mineral filled thixotropic, flexible epoxy resin having a pot life of approximately one hour at 10°C [50°F]. The grout shall be an approved product suitable for cementing steel dowels into the preformed holes of curb inlets and adjacent curbing. The sealant shall be an approved product, light gray in color and suitable for coating the surface.

712.36 Bituminous Curb The asphalt cement for bituminous curb shall be of the grade required for the wearing course, or shall be Viscosity Grade AC-20 meeting the current requirements of Subsection 702.01 Asphalt Cement. The aggregate shall conform to the requirements of Subsection 703.07. The coarse aggregate portion retained on the 2.36 mm [No. 8] sieve may be either crushed rock or crushed gravel.

The mineral constituents of the bituminous mixture shall be sized and graded and combined in a composite blend that will produce a stable durable curbing with an acceptable texture. Bituminous material for curb shall meet the requirements of Section 403 - Hot Bituminous Pavement.

712.37 Precast Concrete Slab Portland cement concrete for precast slabs shall meet the requirements of Section 502 - Structural Concrete, Class A.

The slabs shall be precast to the dimension shown on the plans and cross section and in accordance with the Standard Detail plans for Concrete Sidewalk Slab. The surface shall be

finished with a float finish in accordance with Subsection 502.14(c). Lift devices of sufficient strength to hold the slab while suspended from cables shall be cast into the top or back of the slab.

712.38 Stone Slab Stone slabs shall be of granite from an acceptable source, hard, durable, predominantly gray in color, free from seams which impair the structural integrity and be of smooth splitting character. Natural color variations characteristic of the deposit will be permitted. Exposed surfaces shall be free from drill holes or indications of drill holes. The granite slabs in any one section of backslope must be all the same finish.

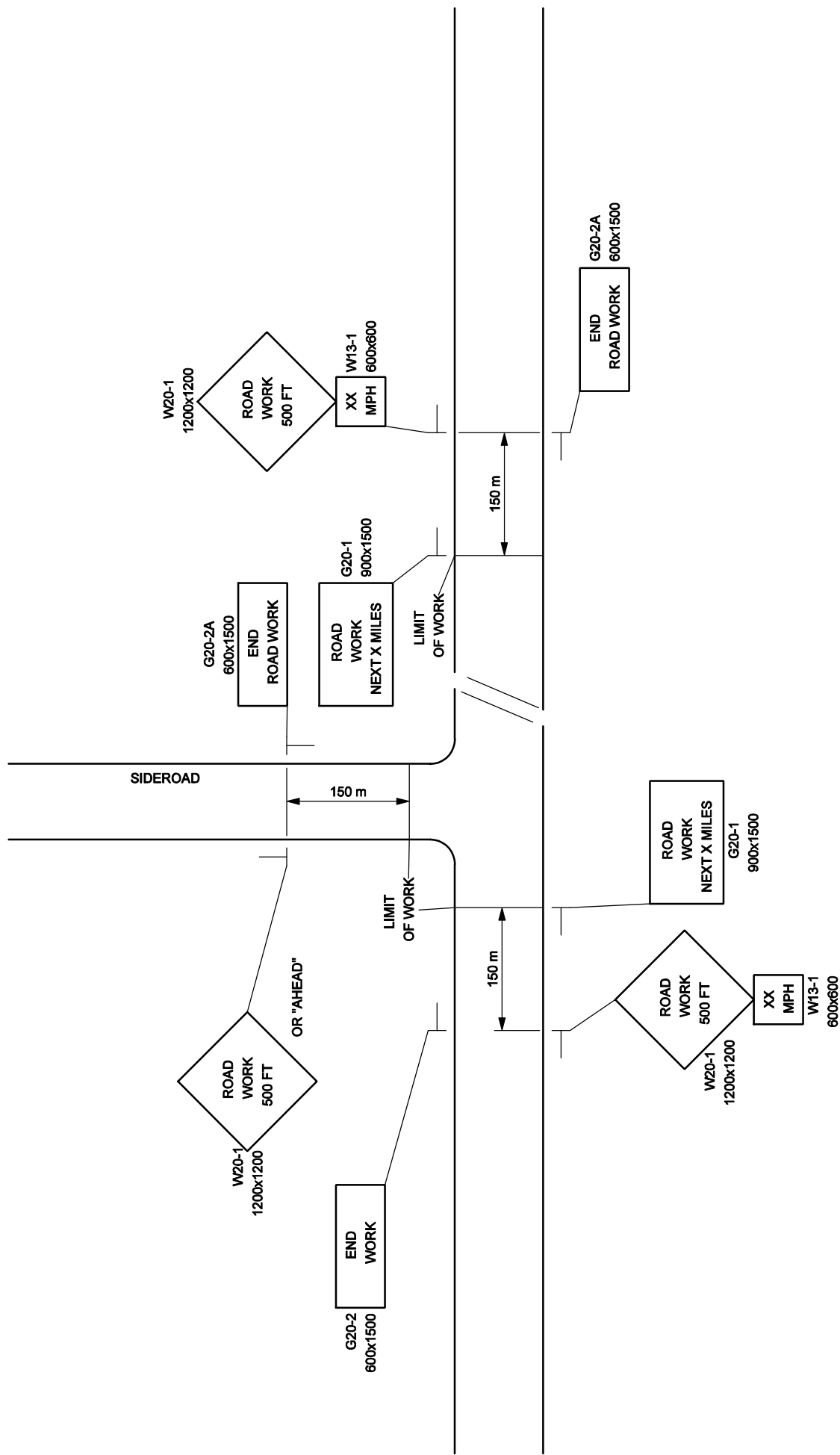
The granite slabs shall be scabble dressed or sawed to an approximately true plane having no projections or depressions over 13 mm [$\frac{1}{2}$ in] under a 600 mm [2 ft] straightedge or over 25 mm [1 in] under a 1200 mm [4 ft] straightedge. The arris at the intersection of the top surface and exposed front face shall be pitched so that the arris line is uniform throughout the length of the installed slabs. The sides shall be square to the exposed face unless the slabs are to be set on a radius or other special condition which requires that the joints be cut to fit, but in any case shall be so finished that when the stones are placed side by side no space more than 20 mm [$\frac{3}{4}$ in] shall show in the joint for the full exposed height.

Liftpin holes in all sides will be allowed except on the exposed face.

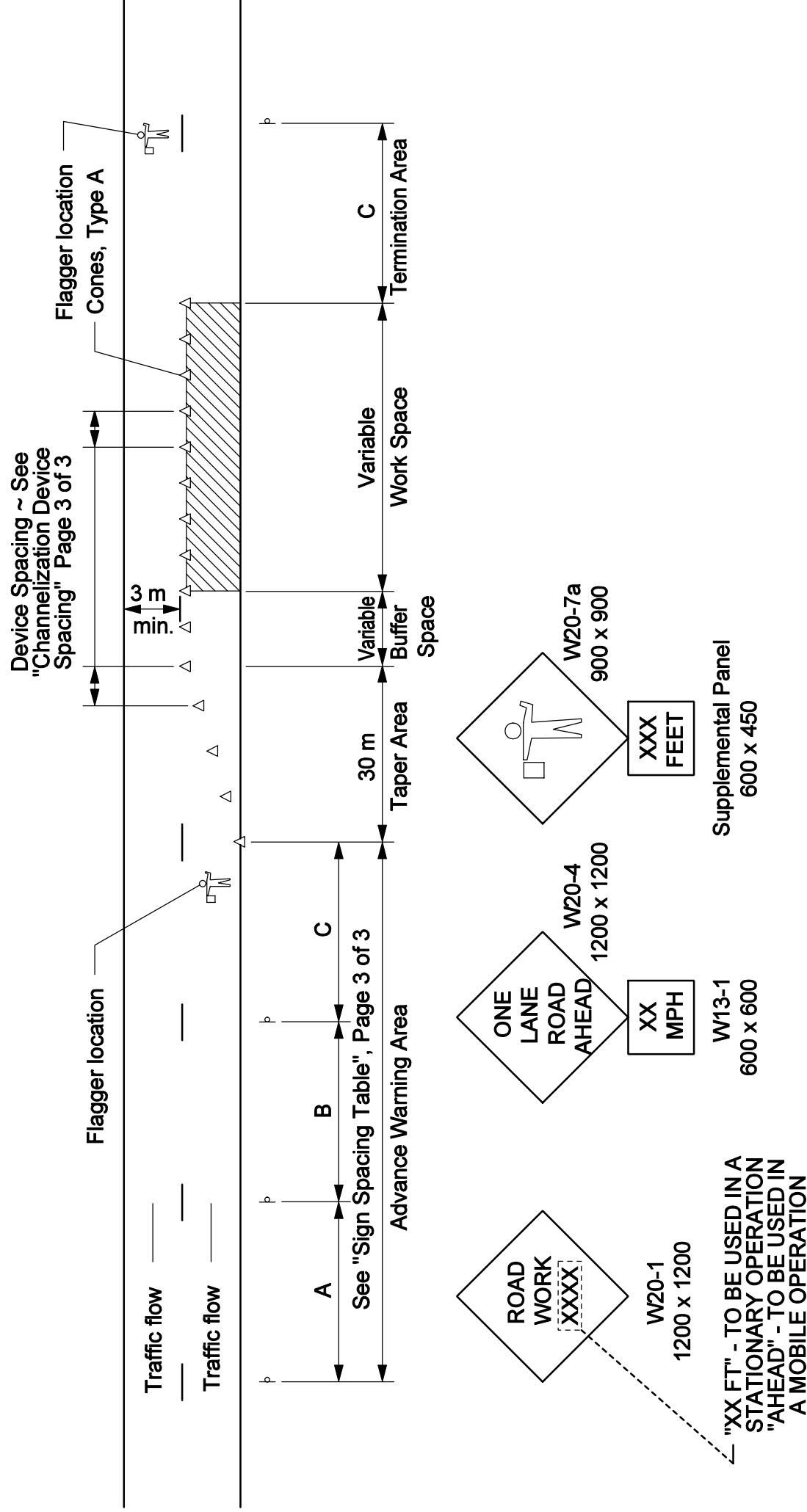
SPECIAL PROVISION SECTION 717 ROADSIDE IMPROVEMENT MATERIAL

717.05 Mulch Binder. Change the third sentence to read as follows:

“Paper fiber mulch may be used as a binder at the rate of 2.3 kg/unit [5 lb/unit].”



TYPICAL -- PROJECT APPROACH SIGNING -- TWO WAY TRAFFIC



TYPICAL APPLICATION: TWO - WAY, TWO LANE ROADWAY, CLOSING ONE LANE USING FLAGGERS

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

Standard Specifications Section 656 is deleted and replaced by this Special Provision. The following requirements shall apply specifically to this Project.

- 1) If the Work includes the handling or storage of petroleum products or Hazardous Materials including the on site fueling of Equipment, the Contractor shall provide the Resident Engineer with a Spill Prevention Control and Countermeasure Plan (SPCCP) for his/her approval. At a minimum, the SPCCP shall include:
 - a) The name and emergency response numbers (telephone number, cellular phone and pager numbers, if applicable) of the Contractor's representative responsible for spill prevention;
 - b) General description and location of (1) handling, transfer, storage, and containment facilities of such products or Materials ("activities and facilities") and (2) potential receptors of such products or Materials including oceans, lakes, ponds, rivers, streams, wetlands, and sand and gravel aquifers ("sensitive resources") including the distances between said activities and facilities and said sensitive resources;
 - c) Description of preventative measures to be used to minimize the possibility of a spill including Equipment and/or Materials to be used to prevent discharges including absorbent Materials,
 - d) A contingency response plan to be implemented if a spill should occur including a list of emergency phone/pager numbers including the Contractor's representative, MDEP Spill Response, the Resident, and local police and fire authorities. For a related provision, see 105.2.2 - "Project Specific Emergency Planning".
- 2) The following information and requirements shall constitute the Soil Erosion and Water Pollution Control Plan for this Project. The Contractor shall be responsible for the proper implementation and maintenance of these soil erosion and water pollution control measures:
 - a) All work shall be done in accordance with the latest revision of the Maine Department of Transportation Best Management Practices for Erosion and Sediment Control (a.k.a. Best Management Practices manual or BMP Manual). The "Table of Contents" of the latest version is dated "1/19/00" (available at <http://www.state.me.us/mdot/mainhtml/bmp/bmpjan2000.pdf>.)
 - b) The on-site person responsible for implementation of this plan shall be the Contractor's Superintendent or other supervisory employee (the "Environmental Coordinator") with the authority to immediately remedy any deficient controls. The Environmental Coordinator shall provide the Resident with the numbers (telephone number, cellular phone and pager numbers, if applicable) where the Environmental Coordinator can be reached 24 hours a day.

SPECIAL PROVISION
SECTION 656

Temporary Soil Erosion and Water Pollution Control

- c) Earth materials shall be disposed of in accordance with all federal, state, and local laws and regulations. If the materials will be stockpiled on-site they shall be contained on-site to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- d) If the earth materials will be reused on-site, they shall be mulched at the end of each working day. The earth materials shall be contained, as necessary, to prevent sediments from entering any drainage system or from washing into a protected water body or resource.
- e) All vegetated areas where soil is disturbed shall be permanently mulched on a daily basis and seeded on a weekly basis. All previously mulched areas shall be maintained and re-mulched on a daily basis if bare areas develop until an acceptable growth of grass has been obtained.
- f) The Environmental Coordinator must inspect and maintain daily all erosion and sediment controls for the duration of the project.
- g) Any costs related to this plan shall be considered incidental to the contract.
- h) If the Project Resident directs activity which will involve soil disturbance beyond the auguring and trenching activities, or will involve in-stream work, all necessary permits shall be obtained by the DOT before starting the activity, Standard Specification 656 shall be re-instated, and a full SEWPCP will be required and paid for as Extra Work.